



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

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June 30, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE ENTERPRISE CONTENT MANAGEMENT TECHNOLOGY STANDARD
AND MASTER SERVICES AGREEMENTS WITH EMC CORPORATION
AND GLOBAL 360 INCORPORATED
(ALL SUPERVISORIAL DISTRICTS – 3 VOTES)**

SUBJECT

Approve the Enterprise Content Management (ECM) software standard to better manage electronic files, and approve related professional services agreements for the implementation and support of content management initiatives.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and adopt the competitively selected EMC Documentum suite of products as the ECM software standard for the County of Los Angeles;
2. Instruct the Acting Chief Information Officer to continue to evaluate potential ECM vendors and delegate to the Acting Chief Information Officer the authority to modify ECM software standard(s) as appropriate;
3. Authorize the Acting Chief Information Officer to review and approve departmental exemptions to the ECM standard;
4. Approve and instruct the Chairman to sign the attached proposed Master Services Agreement (MSA) with EMC Corporation for professional consulting and support services. The proposed MSA will be effective upon approval by your Board and shall continue for three (3) years following such approval. The proposed MSA also provides for two (2) two-year extensions, upon approval by your Board. The total amount authorized for expenditure under the proposed MSA shall not exceed \$5,000,000 per calendar year;

5. Approve and instruct the Chairman to sign the attached proposed MSA with Global 360 Incorporated (Global360) for professional consulting and support services to protect existing investment of deployed Global360 products. The proposed MSA will be effective upon approval by your Board and shall continue for three (3) years following such approval. The proposed MSA also provides for two (2) two-year extensions, upon approval by your Board. The total amount authorized for expenditure under the proposed MSA shall not exceed \$1,700,000 per calendar year; and
6. Delegate to the Acting Chief Information Officer the authority to execute Work Orders (and necessary Change Orders to existing Work Orders) from the above mentioned MSAs having a maximum sum of \$300,000 or less.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the County transitions from a paper-centric organization to an electronic and online government, the creation, modification, filing, retrieval, preservation and disposition of electronic documents in an efficient and effective manner has become a major challenge. Additionally, the potential impact resulting from the recent changes in Federal Rules of Civil Procedures and the proposed amendments to the State's Code of Civil Procedures and Rules of Court regarding Electronically Stored Information, places an additional challenge on County departments in terms of adequate disclosure and timely retrieval of electronic documents.

Recognizing these challenges, some County departments have acquired and deployed a variety of electronic document management software products, commonly referred to as ECM software, that are often application and process specific. While these solutions help these departments achieve some level of efficiencies and productivity improvements in their business processes as well as cost savings, these applications are narrowly focused and do not offer the benefits of a countywide ECM strategy. This broader approach, with standardization of software and development of a corresponding information technology (IT) infrastructure, will bring better management of this growing amount of digital information and enable the County to provide efficient and effective services to its constituents.

In this context, the Chief Information Office (CIO) is requesting that your Board:

- **Adopt EMC Documentum software as the County's ECM software standard.** EMC Documentum was one of three software suites selected through an open and comprehensive Request for Proposals (RFP) solicitation process, was scored the highest of the three products, and was deemed to be the best product suite meeting the County's overall ECM requirements. By adopting EMC Documentum as an ECM standard, the County will be able to achieve economies for software licenses and maintenance and support and increase interoperability among County departments.

- **Approve proposed MSA with EMC Corporation.** This will provide County departments with professional and consulting services to support development and implementation of the EMC Documentum suite of products. The \$5,000,000 annual maximum was determined based on the information gathered from Departments, including the FY 2009-2010 Business Automation Plans, indicating 18 ECM-related active or planned projects from 10 County agencies totaling over \$16,600,000.
- **Approve proposed MSA with Global360.** This will provide existing County departments, who have made a significant investment in Global360 ECM products, with professional and consulting services to enhance their ECM systems. These departments include Probation, District Attorney, Public Defender, Alternate Public Defender, and the Information Systems Advisory Body (ISAB). The \$1,700,000 annual maximum was also determined based on the information gathered from the FY 2009-2010 Integrated Business Automation Plan as well as project estimates for scanning and document conversion provided by ISAB.

Once the ECM standard is approved, the CIO will work closely with Internal Services Department (ISD), County Counsel, and the Chief Executive Office to establish a central ECM infrastructure to facilitate greater sharing of information and processes between departments.

By approving the proposed MSAs, your Board is establishing the terms and conditions under which ECM services will be acquired. The County is not obligated to expend any funds until a Work Order is executed, and each Work Order will be governed by the terms and conditions set forth in the proposed MSAs. Services over \$300,000 shall be sent to your Board for approval by the respective department. Funding for these Work Orders will be obtained from departmental budgets, and the administrative provisions of the proposed MSAs require confirmation that funding is available before each Work Order is executed.

All project-specific Work Orders will have defined deliverables (project milestones), planned completion dates and related costs identified. The CIO will provide centralized oversight related to the initiation of projects and in the review of performance and billing, with semi-annual reports provided to your Board on the usage of these proposed MSAs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan for Operational Effectiveness (Goal 1), Information Technology (Strategy 5), Electronic Content Management (Objective 1) for the Chief Information Office to develop a strategy and direction for the implementation of ECM software for the capture, storage, preservation, and retrieval of electronic document and content.

The establishment of an ECM software standard will ensure consistent implementation of electronic content management functionality across all County departments. ECM software will improve the management in the storing, retrieving, and searching of electronic files, increase productivity and enable the County to provide more efficient service to its constituents. The proposed MSAs offer the flexibility necessary to meet varied departmental needs while providing a structure for acquiring desired services through a streamlined acquisition process that is standard across the entire enterprise.

FISCAL IMPACT/FINANCING

Expenditures under the proposed MSAs will vary from year to year based on the needs of County departments, not to exceed \$5,000,000 annually for EMC Corporation, and \$1,700,000 annually for Global360. Funding will be obtained from departmental budgets for Work Orders generated under the MSAs. Expenditures over the term of the proposed MSAs and the expenditures in any given year will remain within each department's budgeted appropriation for such services. Funds for payment of work performed in future fiscal years will be subject to appropriation by your Board. The administrative provisions of the MSAs require confirmation that funding is available before each individual Work Order is executed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Chapter 2.119.030 of the County Code stipulates that the CIO "adopt standards for countywide information technology which shall be subject to approval by the board of supervisors".

The proposed MSAs will enable departments to submit Work Orders for various professional and consulting services relating to the implementation and support of the vendors' ECM technologies. The MSA with EMC Corporation does not allow EMC Corporation to perform services on non-EMC products. Similarly, the MSA with Global360 does not allow Global360 to perform services on non-Global360 products. All Work Orders over \$300,000 shall be sent to your Board for approval by the respective department. Work Orders of \$300,000 or less will be executed by the CIO.

The proposed MSAs have been approved by County Counsel as to form and contain all County-required contract provisions.

EMC Corporation insisted that its liability be limited under the MSA, which is a departure from the County's preferred position. The provisions that were negotiated (1) cap EMC Corporation's liability for monetary damages to the County at \$20,000,000 and (2) specify that EMC Corporation will not have any liability to the other for special, consequential, exemplary, incidental, or indirect damages, even if advised of the possibility of such damages. The provisions specify, however, that these two limitations do not apply to the following: (a) EMC Corporation's intellectual property and general indemnification obligations; (b) EMC Corporation's obligations under Paragraph 38

(Compliance with Applicable Laws); (c) EMC Corporation's obligations under Paragraph 17 (Insurance); (d) claims and actions relating to personal injury, including but not limited to wrongful death; and (e) EMC Corporation's intentional or willful misconduct.

Although not the preferred position, the CIO believes the above-described limitation of liability to be an acceptable risk for the County, as typical Work Orders will range between \$50,000 to \$500,000. Further, CIO staff and, where applicable, County Counsel staff, discussed the foregoing provisions with the CEO's Risk Management Operations staff, who concur with the CIO's determination.

CONTRACTING PROCESS

On February 20, 2007, ISD issued the ECM software RFP. A notice of the RFP was also placed on the County's bid website (Solicitation Number 228536). Eight proposals were received by the submission deadline of March 22, 2007. All proposals, having met the minimum requirements in the RFP, were then evaluated by an evaluation committee consisting of representatives from the CIO, Board of Supervisors Executive Office, Departments of Health Services, Public Health, Assessor, Public Works, and Children and Family Services. The committee's evaluation was based on the criteria described in the RFP and EMC Documentum, IBM FileNet, and Global360 received the highest scores and advanced to the next round, where negotiations began for both a Software Licensing Agreement (SLA) and a MSA. IBM already has both a SLA and MSA established with the County, thus negotiations were mainly concentrated with EMC Documentum and Global360. All negotiations were successfully completed by April 2008. ISD executed the EMC Documentum SLA on April 28, 2009 and the Global 360 SLA on June 4, 2009.

IMPACT ON CURRENT SERVICES

The standardization and implementation of ECM software has the potential to improve business processes at various organizational levels, increase group productivity through the use of workflows, promote collaboration within and across departmental boundaries on work products, allow for more effective and efficient content searches, and reduce legal risks associated with the storage of electronically stored information.

CONCLUSION

Your Board's approval of the proposed ECM software standard and the related MSAs will enable the County departments to better manage their electronic content, be compliant with County's records management policies, and improve service response to constituents. Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return one adopted copy of the Board letter and three executed copies of each Master Services Agreement to the CIO for further processing.

Respectfully submitted,



RICHARD SANCHEZ
Acting Chief Information Officer

RS:TT:ygd

Attachments (2)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Information Systems Commission



MASTER SERVICES AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

EMC CORPORATION

FOR

ENTERPRISE CONTENT MANAGEMENT SOFTWARE RELATED SERVICES

_____, 2009

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EXHIBITS & ATTACHMENTS

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Attachment 4	Work Order Project Schedule
Attachment 5	Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
Attachment 7	Work Order Issues List
Attachment 8	Work Order Forms Tracking List
Exhibit C	Change Order Process
Attachment 1	Change Order Submission Form
Attachment 2	Change Order Statement of Services (SOS)
Attachment 3	Change Order Payment Schedule
Attachment 4	Change Order Project Schedule
Exhibit D	Contractor's EEO Certification
Exhibit E	Business Associate Protected Health Information Disclosure Agreement
Exhibit F	Safely Surrendered Baby Law Fact Sheet

THIS MASTER SERVICES AGREEMENT is made and entered into as of _____, 2009 (as further defined below, the "Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County"), and EMC Corporation, which will do business in California as EMC Peripherals, Inc., a Massachusetts corporation ("Contractor").

1. RECITALS

WHEREAS, County desires to establish a master services agreement for the provision of enterprise content management software related services whereby County Departments and Affiliates, each as defined herein, shall have access to such services on an as-needed basis for projects related to the Contractor's enterprise content management software products through a coordinated access point, namely, the County's Chief Information Officer;

WHEREAS, services under this Agreement shall be acquired by County Departments and Affiliates on an individual basis through Work Orders, as defined herein, under the administration and with the approval of County's Chief Information Officer;

WHEREAS, County's Chief Information Officer shall act as the central coordinator to administer and track all projects and services performed under this Agreement, and, with the cooperation and assistance of County Departments and Affiliates acquiring services hereunder, shall monitor the performance of such services;

WHEREAS, this Agreement is authorized under the provisions of California Government Code Section 31000 and otherwise; and

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, such enterprise content management software related services, at the prices indicated and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

2. APPLICABLE DOCUMENTS

This base document, together with (a) Exhibits A, B, C, D, E and F, set forth below, attached hereto and incorporated herein by reference, (b) all Attachments attached to such Exhibits, (c) all Work Orders issued hereunder, and (d) all Amendments, Change Notices and Change Orders, collectively constitute and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, Deliverable, service or other work, or otherwise, between and/or among a Work Order, this base document and/or the Exhibits and the Attachments thereto, or between the Exhibits and the Attachments thereto, such conflict or inconsistency shall be resolved by giving precedence first to a signed Work Order, then this base document, and then to the Exhibits and the Attachments thereto, according to the following descending priority:

Exhibit A	Services and Charges
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
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Attachment 4	Change Order Project Schedule
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Exhibit E	Business Associate Protected Health Information Disclosure Agreement
Exhibit F	Safely Surrendered Baby Law Fact Sheet

Notwithstanding the foregoing precedence, the Work Order with respect to each Services project, as defined herein, shall have the highest precedence as it relates to the Work Order, including but not limited to the Acceptance Criteria, Initial Acceptance and Final Acceptance definitions, the Warranty Period, the Data Refresh Period and the Data Refresh Event, if applicable.

3. DEFINITIONS

The terms and phrases in this Paragraph 3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Acceptance; Accept(ed)

As used herein, the terms "Acceptance" and "Accepted" shall mean County's written approval of the Fixed Price Services provided by Contractor under this Agreement where the applicable Work Order Statement of Services specifies Acceptance Criteria. If no Acceptance Criteria are specified, then Acceptance shall be deemed to occur upon performance of the applicable Services, in which case no Acceptance Certificate is necessary. Time and Material (T&M) Services shall not be subject to "Acceptance"; no Acceptance Criteria or Acceptance Certificate shall be required.

Acceptance Certificate

As used herein, the term "Acceptance Certificate" shall mean County's execution of Attachment 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process) signifying Contractor's successful completion of the applicable FP tasks, subtasks,

milestones, Deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Services, including the Acceptance Criteria, as amended by any fully executed Change Order(s) thereto.

Acceptance Criteria

As used herein, the term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the FP Services meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order Statement of Services, as amended by any fully executed Change Order(s) thereto, in accordance with Paragraph 5 (Work Order Acceptance Criteria).

Acceptance Date

As used herein, the term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable FP Work Order, including the Project Schedule.

Acceptance Form

As used herein, the term "Acceptance Form" shall mean fully executed Attachment 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process).

Acceptance Test; Acceptance Testing

As used herein, the terms "Acceptance Test(s)" and "Acceptance Testing" shall refer to testing of Contractor's FP Services under Work Orders, as amended by any fully executed Change Orders thereto, in accordance with the applicable Acceptance Criteria.

Agreement

As used herein, the term "Agreement" shall have the meaning set forth in Paragraph 2 (Applicable Documents).

Amendment

As used herein, the term "Amendment" shall mean an amendment duly executed by both County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative and effecting a change which materially affects the term of this Agreement, including extending the Agreement beyond the Initial Term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits).

Business Associate

As used herein, the term "Business Associate" shall have the meaning set forth in Exhibit E (Business Associate Protected Health Information Disclosure Agreement).

Business Day(s)

As used herein, the term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

Change Notice

As used herein, the term "Change Notice" shall mean a change notice duly executed by both County's Project Director and Contractor's authorized representative and effecting a change to the Agreement that does not materially affect the term of the Agreement, the Maximum Contract Sum or any term or condition included in the Agreement (including the Exhibits).

Change Order

As used herein, the term "Change Order" shall mean a change order duly authorized under the terms of this Agreement against an open Work Order in accordance with Exhibit C (Change Order Process) with all Attachments thereto.

CIO

As used herein, the term "CIO" shall mean County's Chief Information Officer.

Code Developments

As used herein, the term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by or on behalf of Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Agreement.

Contractor

As used herein, the terms "Contractor" shall have the meaning set forth in the preamble.

Contractor's Project Director

As used herein, the term "Contractor's Project Director" shall have the meaning set forth in Paragraph 5.1 (Contractor's Project Director).

Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 5.2 (Contractor's Project Manager).

County

As used herein, the term "County" shall have the meaning set forth in the preamble.

County Affiliate

As used herein, the term "County Affiliate" shall mean any governmental entity for which the County's Board of Supervisors is the governing board.

County's Project Director

As used herein, the term "County's Project Director" shall have the meaning set forth in Paragraph 4.1 (County's Project Director).

County's Project Manager

As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 4.2 (County's Project Manager).

Covered Entity

As used herein, the term "Covered Entity" shall have the meaning set forth in Exhibit E (Business Associate Protected Health Information Disclosure Agreement).

Data Refresh Event

As used herein, the term "Data Refresh Event" shall mean a point in time when the data for which the Work Order project was initiated is updated or refreshed, as further defined in the Work Order Statement of Services.

Data Refresh Period

As used herein, the term "Data Refresh Period" shall mean a period of time containing a Data Refresh Event. The Data Refresh Period shall be thirty (30) days, unless specified otherwise in the applicable Work Order Statement of Services for the applicable Work Order.

Day(s)

As used herein, the term "day(s)", whether singular or plural, shall mean day(s) and not business day(s), unless otherwise expressly specified.

Deficiency(ies)

As used herein, the term "Deficiency(ies)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from the Documentation, other published specifications and/or mutually agreed upon standards or any of the requirements or specifications set forth in this Agreement or in any Work Order Statement of Services issued hereunder; or any substantial nonconformance with any of the foregoing which results in the Deliverables not meeting the Acceptance Criteria, if any, established in the applicable FP Work Order Statement of Services.

Deliverable(s)

As used herein, the term "Deliverable(s)", whether singular or plural, shall mean literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to County under this Agreement under a fully executed FP Work Order, as amended by any fully executed Change Order(s) thereto, including those items identified in Exhibit A (Services and Charges) with all Attachments thereto. Deliverable(s) do not include commercially available software, which may be provided under separate agreements.

Department(s)

As used herein, the term "Department(s)", whether singular or plural, shall mean any one of County's department(s) acquiring Services under this Agreement under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto. For purposes of this Agreement, "Department" shall also include, as the context requires, "County Affiliate."

Department Project Manager

As used herein, the term "Department Project Manager" shall mean the individual designated by County with responsibility for day-to-day supervision of any and all Services provided by Contractor under Statements of Services issued under this Agreement, as set forth in Paragraph 4.3 (Department Project Manager).

Developed Work

As used herein, the term "Developed Work" shall have the meaning set forth in Paragraph 19.2 (Rights to Developments).

Dispute Resolution Procedure

As used herein, the term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Agreement described in Paragraph 68 (Dispute Resolution Procedure).

Documentation

As used herein, the term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.

Effective Date

As used herein, the term "Effective Date" shall mean the date identified in the Preamble to this Agreement, which is the date of execution of this Agreement by authorized representative Contractor and approval of this Agreement by County's Board of

Supervisors.

Extended Term(s)

As used herein, the term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 11 (Term).

Final Acceptance

As used herein, the term "Final Acceptance" shall have the meaning set forth in Section 8 (Work Order Final Acceptance) of Exhibit B (Work Order Process) and the applicable FP Work Order.

Fiscal Year

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

Fixed Price; FP

As used herein, the term "Fixed Price" or FP shall mean the price stated in the applicable Work Order, and is the amount stated for the identified task or Deliverable.

HIPAA

As used herein, the term "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996, together with all rules and regulations from time to time promulgated thereunder, as further defined in Exhibit E (Business Associate Protected Health Information Disclosure Agreement).

Initial Acceptance

As used herein, the term "Initial Acceptance" shall have the meaning set forth in Section 6 (Work Order Initial Acceptance) of Exhibit B (Work Order Process) and the applicable FP Work Order.

Initial Term

As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 11 (Term).

Maximum Contract Sum

As used herein, the term "Maximum Contract Sum" shall have the meaning set forth in Paragraph 12 (Contract Prices and Fees).

Out-of-Pocket Expenses

As used herein, "Out-of-Pocket Expenses" shall mean Contractor's reasonable and necessary expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Payment Schedule

As used herein, the term "Payment Schedule" shall mean Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) providing for a schedule of payments for the milestones, tasks, subtasks and Deliverables to be performed under a particular FP Work Order, as amended by any fully executed Change Orders thereto, including Attachment 3 (Change Order Payment Schedule) to Exhibit C (Change Order Process).

Pre-existing Work

As used herein, the term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes, information, processes, procedures, and other materials (other than Products and Developed Work) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County or County's Affiliates, independently of this Agreement.

Production Use

As used herein, the term "Production Use" shall have the meaning set forth in Section 7 (Work Order Production Use) of Exhibit B (Work Order Process) and the applicable Work Order.

Product(s)

As used herein, the term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party.

Project Schedule

As used herein, the term "Project Schedule" shall mean Attachment 4 (Work Order Project Schedule) to Exhibit B (Work Order Process) providing for a schedule of the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as such may be amended by any fully executed Change Order(s) thereto, including Attachment 4 (Change Order Project Schedule) to Exhibit C (Change Order Process).

Service(s)

As used herein, the term "Service(s)", whether singular or plural, shall mean the services rendered by Contractor in accordance with this Agreement, which Services shall be

described under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto. With respect to each Work Order, the Services acquired thereunder are referred to herein as a "Services project". Services do not include outsourcing, hosting, disaster recovery, software maintenance or support. Such excluded services, if desired by the County, may be procured under a separate agreement between the parties.

State

As used herein, the term "State" shall mean the State of California.

Statement of Services; SOS

As used herein, the terms "Statement of Services" and "SOS" mean Attachment 2 (Work Order Statement of Services) to Exhibit B (Work Order Process) describing the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as amended by any fully executed Change Order(s) thereto, including Attachment 2 (Change Order Statement of Services (SOS)) to Exhibit C (Change Order Process).

Time and Materials; T&M

As used herein, the term "Time and Materials" or T&M shall mean the Services of the applicable Work Order are being performed at hourly rates and without a specific Deliverable or Acceptance Criteria, in contrast to Services or Deliverables provided on a FP basis.

Warranty Period

As used herein, the term "Warranty Period" shall have the meaning set forth in Paragraph 9.1 (Work Order Warranties) and the applicable Work Order.

Work Order(s)

As used herein, the term "Work Order(s)", whether singular or plural, shall mean a fully executed project ordering document for Services to be provided by Contractor from time to time upon County's request and approval in accordance with this Agreement. Each Work Order executed under this Agreement shall contain at a minimum Attachments 1 (Work Order Form), 2 (Work Order Statement of Services (SOS)), 3 (Work Order Payment Schedule), 4 (Work Order Project Schedule) and 5 (Work Order Acceptance Form) to Exhibit B (Work Order Process), as amended by any Change Order(s) thereto, including Attachments 1 (Change Order Submission Form), 2 (Change Order Statement of Services (SOS)), 3 (Change Order Payment Schedule) and 4 (Change Order Project Schedule) to Exhibit C (Change Order Process), referencing this Agreement and identifying and describing the Services acquired by County from Contractor under each Work Order. Each such Work Order shall be subject to this Agreement. Work Order and SOS may be used interchangeably in this Agreement, unless the context otherwise requires.

Working Hours

As used herein, "Working Hours" means one of the following work schedules, according to individual County department policy, excluding County holidays:

- A. "5/40", which is normally 8 hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;
- B. "9/80", which is a flexibly arranged 9 hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or
- C. "4/40", which is normally ten hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

4. ADMINISTRATION OF AGREEMENT - COUNTY

4.1 County's Project Director

- 4.1.1 County's Project Director for this Agreement shall be the CIO or his/her designee.
- 4.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.
- 4.1.3 County's Project Director will be responsible for confirming that the objectives of this Agreement are met.
- 4.1.4 County's Project Director will have the right during Business Days to inspect any and all Services provided by or on behalf of Contractor pursuant to this Agreement.

4.2 County's Project Manager

- 4.2.1 County's Project Manager shall be the following person or his/her designee:

*Greg Melendez
County of Los Angeles
Chief Information Office
350 S. Figueroa St., Ste. #188
Los Angeles, CA 90071*

- 4.2.2 County's Project Manager will be responsible for confirming that the technical standards and requirements of this Agreement are met.
- 4.2.3 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.
- 4.2.4 County's Project Manager is not authorized to make any changes in any of the terms and

conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.2.5 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

4.2.6 County's Project Manager will provide technical direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

4.3 Department Project Manager

4.3.1 Department Project Manager shall be the person designated by each Department to manage the applicable Work Order on behalf of such Department.

4.3.2 Department Project Manager will be responsible for ensuring that the technical standards and requirements of individual Work Orders are met.

4.3.3 Department Project Manager will advise County's Project Manager as to Contractor's performance with respect to requirements and technical standards.

4.3.4 Department Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.3.5 Department Project Manager will provide technical direction to Contractor in the areas relating to the individual Department's Work Order project information requirements.

4.4 Approval of Work Orders

All tasks, subtasks, Deliverables (if any), Services and other work provided by Contractor under this Agreement must be prepared and provided solely as specified under this Agreement and must have requisite County written approval as evidenced by a fully executed Work Order and any Change Order(s) thereto on behalf of County in order to qualify for payment. In no event shall County be liable or responsible for any payment of such tasks, subtasks, Deliverables (if any), Services or other work prior to or without County's written approval thereof in accordance with the terms of this Agreement, including Work Order and Change Order approval described in Exhibit B (Work Order Process) and Exhibit C (Change Order Process) respectively.

5. ADMINISTRATION OF AGREEMENT - CONTRACTOR

5.1 Contractor's Project Director

5.1.1 Contractor's Project Director shall be the following person who shall be a full-time employee of Contractor:

Mike Marchi
EMC Corporation
2201 Dupont, Suite 500
Irvine, CA 92612
949-632-9177

- 5.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all Services hereunder and ensuring Contractor's compliance with this Agreement.
- 5.1.3 From the Effective Date through the expiration of the term of this Agreement or the final Work Order under Paragraph 11.2, whichever is later, Contractor's Project Director shall be available to meet and confer with County's Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.
- 5.1.4 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Director.
- 5.2 Contractor's Project Manager
- 5.2.1 Contractor's Project Manager shall be identified in each Work Order.
- 5.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 5.5 (Reports by Contractor).
- 5.2.3 Contractor's Project Manager shall responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Agreement.
- 5.2.4 From the Effective Date through the expiration of the term of this Agreement or the final Work Order under Paragraph 11.2, whichever is later, Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.
- 5.2.5 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Manager.
- 5.3 Approval of Contractor's Staff
- 5.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, Deliverables and Services required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 5.3.2 County, acting through County's Project Manager, has the absolute right to require the removal and replacement of any individual acting as Contractor's Project Director or Contractor's Project Manager, and any other Contractor staff performing work under this

Agreement prior to and during such performance, as well as any changes in such personnel. Contractor shall promptly notify County's Project Manager if Contractor reasonably determines that removal and replacement of a particular member of its staff will result in a delay in Contractor's performance hereunder. If County's Project Manager agrees with such determination, such agreement not to be unreasonably withheld, the parties shall prepare and execute a mutually agreed upon Change Order under Paragraph 10.2 (Work Order Changes) for each affected Work Order, which revises each affected Project Schedule to address such delay.

- 5.3.3 Contractor shall, to the maximum extent possible, take all necessary steps to ensure continuity over time of the membership of the group constituting Contractor's staff. Contractor shall promptly fill any staff vacancy with personnel meeting, at a minimum, the qualifications set forth in this Agreement and/or the applicable fully executed Work Order and any Change Order(s) thereto.
- 5.3.4 In the event Contractor should ever need to remove Contractor's Project Director, any Contractor's Project Manager or any other Contractor staff member from performing work under this Agreement, Contractor shall provide County with notice at least ten (10) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with Contractor's Project Director, any Contractor's Project Manager, or any other Contractor staff, Contractor shall replace such person with another to County's reasonable satisfaction.
- 5.3.5 Contractor shall provide County with a resume of each such personnel and proposed substitute and, upon County's Project Manager's request, an opportunity to interview such person prior to his/her performance of any work hereunder.
- 5.3.6 Contractor shall ensure that it has procured a written agreement with Contractor's Project Director, each Contractor's Project Manager and each other Contractor staff member performing work under this Agreement on terms no less restrictive of County's Confidential Information than as set forth in this Agreement in no event later than the date on which Contractor's Project Director, such Contractor's Project Manager or such other Contractor staff member first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information. Contractor shall provide County's Project Director with copies of any such executed agreement upon County's Project Director's request therefor.
- 5.3.7 As of the Effective Date of this Agreement, Contractor conducts background checks on its new U.S. hired employees as part of its hiring process ("Contractor Background Check"). Contractor agrees to ask any of its U.S.-based employees and, whether or not U.S.-based, contractors or subcontracted personnel performing Services hereunder who were not previously subject to a Contractor Background Check if they will voluntarily agree to submit to such Contractor Background Check provided however, that if such employee, contractor or subcontractor declines to submit to such Contractor Background Check, then such employee, contracted or subcontracted personnel will not be assigned to perform Services under this Agreement. Notwithstanding the foregoing, if there has not

been sufficient time within which to complete the requisite Contractor Background Check on any employee, contracted or subcontracted personnel who will be assigned to County, at County's sole discretion, County may accept that individual to meet its immediate needs, provided that a Contractor Background Check is commenced as soon as possible. If County requires removal or replacement of any employee, contracted or subcontracted personnel who decline to submit to such Contractor Background Check and Contractor reasonably determines that such removal or replacement will result in a delay, then Contractor shall promptly notify County's Project Manager of such determination. If County's Project Manager agrees with such determination, such agreement not to be unreasonably withheld, the parties shall prepare and execute a mutually agreed upon Change Order under Paragraph 10.2 (Work Order Changes) for each affected Work Order, which revises each affected Project Schedule to address such delay. This Paragraph 5.3.7 is subject in all respects to Paragraph 22 (Subcontracting).

- 5.3.8 Contractor agrees to use only U.S.-based employees, contracted or subcontracted personnel to perform Services hereunder, unless otherwise agreed in writing by County's Project Director.

5.4 Reports by Contractor

In order to control expenditures and to ensure the reporting of all Services provided by Contractor, Contractor shall provide County's Project Manager, with a copy to County's Project Director, written monthly reports, which shall include, at a minimum, the following information:

- A. Period covered by the report.
- B. All Services provided by Contractor during the reporting period.
- C. Issues resolved.
- D. Issues to be resolved.
- E. Any changes in Contractor's line of standard services.
- F. Any other information which County may reasonably from time-to-time require.

6. SERVICES

6.1 Scope of Services

The Services provided under this Agreement shall include, at a minimum, those Services described in Exhibit A (Services and Charges), with all Attachments thereto, and any other Services acquired by County from Contractor under this Agreement.

6.2 Standard of Services

Contractor shall provide all Services under this Agreement in a professional and workmanlike manner, consistent with generally accepted industry standards and otherwise in accordance with this Agreement, all as further provided herein.

7. WORK ORDERS

7.1 Work Order Process

When a Department or County Affiliate has identified a need for Services under this Agreement, County shall initiate the process for the approval and execution of a Work Order for such Services identified in Exhibit B (Work Order Process) with all Attachments thereto. In no event shall County be liable or responsible for any Services performed without a Work Order properly executed and approved by County strictly in accordance with the process described in such Exhibit B (Work Order Process) and the provisions of this Paragraph 7.

7.2 Work Order Approval and Execution

All Work Orders issued under this Agreement shall be approved and executed as follows:

- A. For each Work Order in an amount up to Three Hundred Thousand Dollars (\$300,000), the Work Order shall be approved and executed by County's Project Director and an authorized representative of Contractor.
- B. For each Work Order in an amount exceeding Three Hundred Thousand Dollars (\$300,000), shall be approved County's Board of Supervisors and executed by the CIO and an authorized representative of Contractor.

As a precondition to approving and executing each Work Order hereunder, the applicable Department shall be required to demonstrate the availability of funding for such Work Order. Following approval and execution, the Work Order shall be issued to Contractor by County's Project Director in accordance with the procedures set forth in Exhibit B (Work Order Process).

7.3 Change Order Process

Any changes to the Work Orders executed under this Agreement shall be performed only as provided in Exhibit C (Change Order Process), including all Attachments thereto. In no event shall County be liable or responsible for any Services performed without a Change Order properly executed and approved by County strictly in accordance with the process described in such Exhibit C (Change Order Process).

8. WORK ORDER ACCEPTANCE

The Services or Deliverables, or both, under each FP Work Order executed under this Agreement shall be subject to Acceptance as provided in and in accordance with Exhibit B (Work Order Process) and such Work Order based on the Acceptance Criteria set forth therein before County issues an Acceptance Certificate with respect to any Deliverables or Services performed by Contractor under such Work Order where the applicable Work Order specifies Acceptance Criteria. If no Acceptance Criteria are specified, then Acceptance shall be deemed to occur upon performance of the Services, in which case no Acceptance Certificate shall be necessary. To the extent applicable, Exhibit B (Work Order Process) and/or each Work Order will define what is meant by Acceptance Criteria,

Initial Acceptance, Production Use, Final Acceptance, Data Refresh Period, Data Refresh Event and the Warranty Period with respect to any Deliverables or Services performed by Contractor under Work Orders. In the event of any conflict or inconsistency between the Work Order and Exhibit B (Work Order Process), the Work Order shall prevail.

9. WARRANTY

9.1 Work Order Warranties

- (1) For the purposes of this Paragraph 9.1 and the Agreement and unless otherwise stated in a Work Order, the "Warranty Period" for any Deliverables provided, and Services, performed by Contractor pursuant to a Work Order shall be ninety (90) days from Acceptance of the Deliverables and performance of the Services, as the case may be.
- (2) Contractor represents and warrants that during the Warranty Period all Services and Deliverables under this Agreement shall be without Deficiencies, and in accordance with the terms and conditions hereunder and applicable Acceptance Criteria set forth in the Work Order. County must notify Contractor of any warranty Deficiencies within the Warranty Period. Contractor shall promptly correct any and all Deficiencies with the Deliverables and Services occurring during the Warranty Period in accordance with this Paragraph 9. The correction of all such Deficiencies shall be at no cost to the County during the Warranty Period.
- (3) Such corrective action may include re-performance of the nonconforming Deliverables and/or Services. In the event that Contractor is unable to cure any Deficiency within thirty (30) days from the date on which County notifies Contractor, or Contractor otherwise learns of, such Deficiency, Contractor shall, at County's option, refund to County all fees paid by County specifically for the Deliverables and/or Services County deems to be unusable.

9.2 Further Warranties

Contractor further represents, warrants, covenants and agrees that during the term of this Agreement:

- (1) The person executing this Agreement, any Work Order or any Change Notice and/or Amendment pursuant to Paragraph 10 (Change Notices and Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.
- (2) Contractor has the full power and authority to grant the all rights granted by this Agreement to County.
- (3) No consent of any other person or entity is required by Contractor to grant such rights, other than consents that have been obtained and are in effect.
- (4) County is entitled to use all Deliverables and/or other products of Services as permitted under this Agreement without interruption.

- (5) None of this Agreement, the Deliverables, or the other products of Services are subject to any liens, encumbrances, or pledges or subordinate to any right or claim of any third party, including Contractor's creditors.
- (6) Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County.
- (7) Neither the performance of this Agreement by Contractor, nor the use by County and its users of the Deliverables or other products of Services in accordance with this Agreement will in any way violate any nondisclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.
- (8) Contractor and all Services provided hereunder shall comply with the Documentation and all applicable specifications, requirements, standards, representations, and warranties set forth in this Agreement.
- (9) All Documentation delivered under this Agreement shall be shall be uniform in appearance.
- (10) Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in the County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by such other party, without such other party's prior written consent.
- (11) Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to in this Paragraph 9.2 as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Agreement, nor shall Contractor knowingly permit any subsequent services under this Agreement to cause placement of any Disabling Device on County's systems. County represents and warrants that it performs backups of its data daily.

9.3 Warranty Pass-Through

Contractor shall pass through to County to the fullest extent possible, any applicable warranty or indemnity offered by any manufacturer of any third party product that forms a part of the Services and which are provided by Contractor under this Agreement.

9.4 Disclaimer and Exclusions

Except as expressly stated in this Section 9 above or elsewhere in this Agreement, Contractor (including its suppliers, subcontractors, employees and agents) makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

10. CHANGES NOTICES AND AMENDMENTS

10.1 Entire Agreement

This Agreement, including all (a) Exhibits attached hereto, (b) Attachments attached to such Exhibits, (c) Work Orders issued hereunder, and (d) Amendments, Change Notices and Change Orders, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

10.1.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures required under this Paragraph.

10.1.2 County reserves the right to change any provision of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 10.

10.1.3 For any change requested by County which does not materially affect the term of the Agreement, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a Change Notice shall be prepared and executed by County's Project Director and Contractor's authorized representative.

10.1.4 Except as otherwise provided in this Agreement, for any change requested by County which materially affects the term of this Agreement, including extending the Agreement beyond the Initial Term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative.

10.2 Work Order Changes

County reserves the right to change any portion of the work required under a Work Order covered by this Agreement. Changes to the Work Orders under this Agreement shall be performed in accordance with Paragraph 7.3 (Change Order Process).

10.3 Facsimile

Except for the parties' initial signatures to this Agreement and any formal Amendments thereto, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices or Change Orders prepared pursuant to this Paragraph 10 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices, or Change Orders, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

11. TERM

11.1 Unless otherwise specified in this Agreement, the term of this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, or any Extended Term (as defined below), County and Contractor may, upon mutual agreement, renew this Agreement for additional two (2) consecutive two-year terms (hereinafter "Extended Term(s)") two (2) years at a time by executing an Amendment in accordance with Paragraph 10 (Change Notices and Amendments), provided that if this Agreement is not so extended, the remaining option(s) shall automatically lapse. As used herein, the term of this Agreement shall mean the Initial Term and any Extended Term(s).

11.2 Any Work Order executed prior to the termination of the Agreement shall continue beyond the termination of this Agreement until the earlier of (a) the Work Order has been completed and, if applicable, all work thereunder has been Accepted, and all Warranty Periods have expired, or (b) the Work Order is otherwise terminated in accordance with this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, for so long as any such Work Order remains in effect under this Paragraph 11.2, all terms and conditions of this Agreement shall survive with respect to such Work Order, except that no Change Orders increasing the amount of work provided under such Work Order may be issued with respect to such Work Order.

11.3 Contractor shall notify County's Project Manager in writing when this Agreement is within six (6) months from the expiration of the Initial Term or the then current Extended Term, as the case may be.

12. CONTRACT PRICES AND FEES

12.1 Contractor shall provide all Services in accordance with the prices, terms and conditions set forth in this Agreement, including Exhibit A (Services and Charges), and the

applicable Work Order payment terms specified in Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) attached to, and executed with, each Work Order, as amended by any fully executed Change Order(s) thereto.

12.2 The "Maximum Contract Sum" shall be the total monetary amount payable by County to Contractor for supplying the Services under this Agreement during the term of this Agreement. The Maximum Contract Sum for each calendar year (January 1 through December 31) during the term of this Agreement (prorated for any portion of a calendar year), including all applicable taxes, authorized by County hereunder, shall not exceed Five Million Dollars (\$5,000,000).

12.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum for any calendar year during the term of this Agreement. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager.

13. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of all Deliverables developed by Contractor in connection with providing Services under this Agreement until such items are Accepted by County.

14. INVOICES AND PAYMENTS

14.1 Approval of Invoices

All invoices submitted by Contractor for payment must comply with the requirements of Paragraph 14.2 prior to any payment thereof. Additionally, all invoices submitted by Contractor hereunder must have the written approval of County's Project Manager prior to any payment thereof, which approval shall not be unreasonably withheld, provided that such invoices meet the requirements of Paragraph 14.2.1. In no event shall County be liable or responsible for any payment prior to such written approval.

14.2 Invoices

14.2.1 Each invoice submitted by Contractor shall indicate, to the extent applicable:

- A. The identifying Work Order number;
- B. Services for which payment is claimed;
- C. For T&M Work Orders, a statement of personnel hours utilized and detailed supporting documentation for all other reimbursements requested;
- D. The date of receipt of Services by County and, if applicable, the date of Acceptance of such Services by County;

- E. Indication of any applicable withhold amount for payments claimed or reversals thereof;
- F. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof.

14.2.2 Contractor shall invoice County for all Services and other work provided under this Agreement and, if applicable, Accepted by County, in each case, in accordance with the applicable Payment Schedule. All invoices shall be subject to County's written approval pursuant to Paragraph 14.1 (Approval of Invoices). All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Work Order. County is only obligated to pay invoices for Services authorized under fully executed Work Orders, provided in accordance with the applicable Work Orders' requirements and otherwise with this Agreement and, if applicable, Accepted by County.

14.3 Taxes

14.3.1 The parties understand that California does not presently impose a State value-added, sales/use, or similar tax on services. In the event such taxes are imposed by California in the future with respect to this Agreement, the amounts set forth in the invoices submitted by Contractor shall include applicable taxes itemized on all Services procured by County pursuant to or otherwise due as a result of this Agreement. All applicable taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all applicable taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title. Fees for services listed in a Work Order are exclusive of taxes and expenses unless otherwise stated in the respective Work Order, but such taxes, if any, shall be itemized on the invoices issued after Contractor performs the Services covered by such invoices.

14.3.2 Contractor personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities, and will inform the County in advance when project personnel will be removed from the project site under this paragraph. Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor's personnel will be determined by Contractor.

14.4 Invoice Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 14.2.2 above, County's Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from the receipt of such disputed invoice by County. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 14 shall mean the details on the invoice or the receiving report which do not conform to the requirements of Paragraph 14.2.1, Exhibit A (Services and Charges), the applicable Payment Schedule, or the applicable Work Order.

If no notice of invoice discrepancies is received by Contractor within thirty (30) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed.

14.5 Payments

County will reimburse Contractor for permitted Out-of-Pocket Expenses related to providing the Services only if stated in the respective Work Order. Unless otherwise specified herein, payment to Contractor shall be made in accordance with this Agreement and the applicable Work Order referencing this Agreement. County shall pay all invoice amounts (less disputed charges pursuant to Paragraph 14.4 (Discrepancies) above) to Contractor within thirty (30) days of date of County's written approval of invoices under Paragraph 14.1. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent. Contractor shall not accrue interest or charge a penalty for County's late payment of fees due.

14.6 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor, withhold payment for any work under this Agreement while Contractor is not providing Services under and in accordance with an applicable Work Order or is otherwise in default hereunder.

15. NO GRATUITOUS WORK

Contractor shall not perform Services or other work, other than those contemplated in fully executed Work Orders, as amended by any Change Order(s) thereto, without the prior written modification of this Agreement in accordance with Paragraph 10 (Change Notices and Amendments). Any such Services or other work shall be deemed gratuitous and Contractor shall have no claim against County for such Services or other work whatsoever.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

16.1 Notwithstanding any provision of this Agreement to the contrary, whether expressly or by

implication, Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions, and/or Contractor's material breach hereunder.

16.2 Contractor's maximum liability under this Agreement for monetary damages to the County shall not exceed the amount of U.S.\$20,000,000.

16.3 Neither County nor Contractor shall have liability to the other for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof.

16.4 Any amounts obligated, incurred, or paid by Contractor in these Paragraph 16.4 categories shall not be applied against the limitation of liability in Paragraph 16.2. Further, the limitations and exclusions of Paragraphs 16.2 and 16.3 shall not apply to any of the following:

- (a) Contractor's obligations under Paragraph 20 (Intellectual Property Indemnification), Paragraph 16.1, and Paragraph 38 (Compliance with Applicable Laws); and
- (b) Contractor's obligations under Paragraph 17 (Insurance); and
- (c) Claims and actions relating to personal injury, including but not limited to wrongful death; and
- (d) Contractor's intentional or willful misconduct.

16.5 The rights and remedies of the County and Contractor under this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

17. INSURANCE

17.1 Insurance Programs

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County and such coverage shall be provided and maintained at Contractor's own expense.

17.2 Insurance Coverage Requirements

17.2.1 General liability insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$4 million
Products/Completed Operations Aggregate	\$4 million
Personal and Advertising Injury	\$2 million
Each Occurrence	\$2 million

- 17.2.2 Professional liability insurance covering liability arising from errors, omissions or wrongful acts of Contractor, its officers or employees, in the performance of tasks, subtasks, deliverables, goods, services, and other work hereunder, with a combined single limit of not less than two million dollars (\$2,000,000) per claim. The coverage shall provide an extended two year reporting period commencing upon expiration or termination of this Agreement.
- 17.2.3 Non-owned automobile liability insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "non-owned" and "hired" vehicles, or coverage for "any auto".
- 17.2.4 Intellectual property insurance any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, which ever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.
- 17.2.5 Workers' compensation and employers' liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - Policy Limit	\$1 million
Disease - Each Employee	\$1 million

17.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the County's Project Manager prior to commencing Services under this Agreement. Such certificates or other evidence shall, at a minimum:

- (1) Specifically identify this Agreement;
- (2) Clearly evidence all coverages required in this Agreement;
- (3) Contain the express condition that the insurer affording coverage shall provide written notice to the aforementioned address by mail at least forty (40) days in

advance of cancellation for all policies evidenced on the certificate of insurance, but failure to mail such notice shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives;

- (4) Be accompanied by a copy of the additional insured endorsement to the general liability policy, as evidence that The County of Los Angeles, its Special Districts, its officials, officers and employees have been named as additional insureds on the Contractor's General Liability Policy; and
- (5) Identify any deductibles or self-insured retentions for County's approval.

17.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII or similar rating by a reputable rating agency, unless otherwise approved by County.

17.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (1) Any accident or incident relating to services performed on premises owned or occupied by County or County's contractors under this Agreement which involves injury or County property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within ten (10) days of occurrence.
- (2) Any third-party claim or lawsuit filed against Contractor arising from the Services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Project Manager.
- (4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

17.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement, at no cost to County, by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that

subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

County may, in its discretion, waive in writing any or all of the requirements of this Paragraph 17.6.

17.7 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract, upon which County may immediately terminate this Agreement in accordance with Paragraph 25 (Termination for Default) and pursue any remedies to which it is entitled by law.

18. CONTRACTOR'S OBLIGATIONS UNDER HIPAA

County is subject to, among other things, the Administrative Simplification requirements of HIPAA. During the course of providing Services to the County under this Agreement, Contractor may receive, have access to, and/or create Protected Health Information as defined in Exhibit E. County and Contractor therefore agree to the terms of Exhibit E (Business Associate Protected Health Information Disclosure Agreement). Should County need to amend Exhibit E (Business Associate Protected Health Information Disclosure Agreement) as is necessary to comply with the requirements of HIPAA, Exhibit E shall be deemed to be so amended, and Contractor agrees to be obligated by such deemed amended Exhibit E, until such time as the parties enter into a Change Notice in accordance with Paragraph 10 (Change Notices and Amendments) to actually update Exhibit E to reflect such deemed amendments.

19. PROPRIETARY CONSIDERATIONS

19.1 Pre-existing Work

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services for any Work Order, each party grants to the other party (and Contractor's contractors and County's contractors and other agents, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display and perform, any of its Pre-existing Work provided to the other party solely (i) for the performance of such Services during the term of this Agreement and (ii) to permit County to receive the benefit of the use of the Deliverables as contemplated by a Work Order both during and after the term of this Agreement, provided that the Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 Rights to Developments

Upon payment for the Services, County will have a perpetual, irrevocable, non-exclusive, non-assignable, royalty-free license to use for its internal business operations, anything developed by or on behalf of Contractor and delivered to County under this Agreement, including without limitation Code Developments, Statements of Services, information,

materials, plans, reports, Acceptance Criteria, applications, processes, procedures and other Deliverables (collectively, "Developed Work"). County may allow its agents and contractors to use all such Developed Work for such purpose and County is responsible for its compliance with the Agreement and the applicable Work Order. Contractor retains ownership and all intellectual property rights to all such Developed Work, unless otherwise stated in a Work Order.

19.3 Restrictions On Use

County shall not rent, lease, lend or host Developed Work, except as otherwise provided in a Work Order, reverse engineer, decompile or disassemble Developed Work, except to the extent expressly permitted by applicable law despite this limitation; or transfer licenses to, or sublicense Developed Work to any government entity or quasi governmental entity, except as otherwise authorized by this Agreement or an applicable Work Order.

19.4 Open Source License Restrictions

Certain third party license terms may require that computer code be (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "unacceptable license terms"). Unless County has given its prior written consent, the license rights that Contractor has granted herein to County to any computer code (or any intellectual property associated therewith) shall not include any license, right, power or authority for County to knowingly incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject Contractor's computer code to such referenced unacceptable license terms. Furthermore, each party acknowledges that it will not knowingly transfer to the other party computer code that is governed by unacceptable license terms unless the providing party has given the other party prior written notice and the receiving party has consented in writing to receipt of such computer code.

19.5 No Product Provided

No Product shall be provided through or licensed under this Agreement.

19.6 Reservation of Rights

Each of County and Contractor reserves all rights not expressly granted by such party in this Agreement. Except as expressly stated in this Agreement, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder. Notwithstanding anything to the contrary herein, Contractor acknowledges that Contractor has the right to use any County provided materials solely for the benefit of County in connection with the Services performed hereunder for County.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

- 20.1 Notwithstanding any provision to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and liability, including but not limited to damages, costs, and expenses (including attorneys fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Deliverables and/or other products of Services under this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor. County shall provide Contractor with information, reasonable assistance, and authority to defend or settle the claim. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 20.2 County shall notify Contractor, in writing, as soon as reasonably practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice by County, Contractor shall, in its reasonable judgment, and at its sole option and at no cost to County, as remedial measures, either:
- (a) procure the right, by license or otherwise, for County to continue to use the infringing Deliverable and/or other product of Services to the same extent of County's rights under this Agreement;
 - (b) to the extent procuring such right to use the Deliverable and/or other product of Services is not commercially practicable, replace or modify the Deliverable and/or other product of Services in such a way that the resulting Deliverable and/or other product of Services shall have the quality and performance capabilities, at a minimum, equivalent to the quality and performance capabilities of the original Deliverable and/or other product of Services; or
 - (c) if neither actions under (a) nor (b) above can remedy such infringement, Contractor may refund all amounts paid for such Deliverable and/or other product of Services upon the return of such Deliverable and/or other product of Services to Contractor.
- 20.3 The Contractor shall have no liability under this Paragraph 20 to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of the subject Deliverables and/or other products of Services with third party products or services, which use or combination is not in accordance with the Documentation, (B) use of the subject Deliverables and/or other products of Services for a purpose or in a manner which is not in accordance with the Documentation, and (C) any modification to the subject Deliverables and/or other products of Services made by anyone other than the Contractor or its authorized representatives, (D) any technology owned or licensed by the County from third parties.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 21.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 21.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment of this Contract requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 21.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22. SUBCONTRACTING

- 22.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 22. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void. County may, in its discretion, waive in writing any or all of the requirements of this Paragraph 22.
- 22.2 If Contractor desires to subcontract any portion of the Services or other work under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
- (1) Identification of the proposed subcontractor and the reasons for the subcontractor;
 - (2) A description of the work to be performed by the proposed subcontractor;
 - (3) An outline of the proposed subcontract, less pricing, which shall contain, at a minimum, all standard County required and legally required provisions, as identified by County's Project Director;

- (4) Copies of certificates of insurance and endorsements from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Paragraph 17 (Insurance) or, if applicable, requests for modification of such required programs of insurance with respect to a particular subcontractor; and
 - (5) Other pertinent information and/or certifications requested by County.
- 22.3 County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on a case-by-case basis, except that County's consent to requests for modification of required programs of insurance shall be in County's sole discretion. County's Project Director is authorized to consent to subcontracts on County's behalf.
- 22.4 Contractor shall indemnify, defend and hold harmless County under and in accordance with Paragraph 16 (Indemnification and Limitation of Liability) with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor's employees.
- 22.5 Notwithstanding County consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.
- 22.6 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.
- 22.7 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 22.8 Contractor shall ensure that it has procured a written agreement with each member of its subcontractor's staff members performing work under this Agreement on terms no less restrictive of County's Confidential Information than as set forth in this Agreement in no event later than the date on which such staff member first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information. Contractor shall provide County's Project Director with copies of any such executed agreement upon County's Project Director's request therefor.
- 22.9 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, provided County so requests in writing, Contractor shall deliver to the County's Project Manager a fully executed copy of each requested subcontract agreement entered into by Contractor which shall be subject to the confidentiality provisions herein.

23. DISCLOSURE OF INFORMATION

- 23.1 Contractor shall not disclose any details in connection with this Agreement, including, but not limited to, any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.
- 23.2 In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 23.3 In recognizing Contractor's need to identify its services and related clients to sustain itself, this Paragraph 23 shall not prohibit Contractor from publishing its role under this Agreement within the following conditions:
- (a) Contractor shall develop all publicity material in a professional manner.
 - (b) During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold or delay such written consent.
 - (c) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph 23.3 (other than (b)) shall apply.

24. CONFIDENTIALITY

- 24.1 Contractor maintain the confidentiality of all of County's records, data and information, including, but not limited to, billing and patient records and any personally identifiable information (collectively, "Confidential Information"), in accordance with all applicable Federal, State and County laws, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including County policies concerning information security and the protection of confidential records and information which shall be made available to Contractor. Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of Contractor or its agents; (ii) was in the Contractor's lawful possession prior to the disclosure and had not been obtained by the Contractor either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the Contractor by a third party without restriction on the disclosure; or (iv) is independently developed by the Contractor.

Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

- 24.2 With respect to any Confidential Information that is obtained by Contractor, Contractor shall: (1) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such Confidential Information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such Confidential Information to any person or organization other than County without County's prior written authorization that the Confidential Information is releasable; and (4) at the expiration or termination of this Agreement, return all such Confidential Information to County or maintain such Confidential Information according to the written procedures sent to Contractor by County for this purpose.
- 24.3 Contractor shall inform all of its officers, directors, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Agreement. Notwithstanding the foregoing, Contractor shall be responsible for any breach of the obligations of confidentiality obligations set forth herein by any person or entity to whom Contractor discloses such Confidential Information.
- 24.4 Contractor acknowledges that a breach by Contractor of this Paragraph 24 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 24 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 24.
- 24.5 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and records pursuant to Paragraph 31 (Records and Audits) become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are plainly and prominently marked "trade secret", "confidential", or "proprietary".
- (1) Any Pre-existing Work which Contractor desires to use hereunder, and which Contractor considers to be proprietary, trade secret, or confidential, must be specifically identified by Contractor to County's Project Director or Project Manager as proprietary, trade secret, or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY", "TRADE SECRET", or "CONFIDENTIAL".
 - (2) Notwithstanding any other provision of this Agreement, the County shall not be obligated in any way under this Agreement for (i) any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by law; and (ii) any of Contractor's proprietary, trade secret, and/or confidential materials not marked in accordance with Paragraph 24.5(1).
 - (3) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned items which are marked "trade secret",

"confidential", or "proprietary", Contractor agrees to defend and indemnify County under and in accordance with Paragraph 16 (Indemnification and Limitation of Liability) from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

25. TERMINATION FOR DEFAULT

25.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, or any Work Order hereunder, if Contractor fails to comply with the any provision of this Agreement or otherwise breaches this Agreement and fails to correct such failure or breach within thirty (30) days of receipt of written notice from County of such failure or breach (or such other cure period as is expressly set forth in this Agreement with respect to a particular failure or breach);

25.2.2 In the event that County terminates this Agreement, or any Work Order hereunder, in whole or in part as provided in this Paragraph 25 or in any other provision of this Agreement, then:

- A. Contractor shall stop performing work under this Agreement to the extent terminated shall continue the performance of this Agreement to the extent not terminated;
- B. Contractor shall deliver to County all completed Deliverable(s) and other products of Services; and
- C. At County Project Director's instruction, Contractor shall either return to County or destroy all copies of the Confidential Information then held by or on behalf of Contractor. An authorized representative of County will certify in writing to Contractor that no copies of the Confidential Information have been retained by Contractor.

25.2.3 If, after County has given notice of termination under the provisions of this Paragraph 25, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 26 (Termination for Convenience).

25.2.4 The rights and remedies of County provided in this Paragraph 25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR CONVENIENCE

26.1 This Agreement, or any Work Order hereunder, may be terminated, in whole or in part when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) days after the notice is sent. In the event County has purported to terminate this Agreement for default by notice

pursuant to Paragraph 25 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such termination.

- 26.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, an invoice for all work performed up to the effective date of such termination. Such invoice shall be submitted promptly, but no later than ninety (90) days from the effective date of termination. Payment of such invoice is Contractor's sole remedy in the event County terminates under this Paragraph 26.

27. TERMINATION FOR INSOLVENCY

County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 27.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is "insolvent" within the meaning of the Federal Bankruptcy Code;
- 27.2 The filing of a voluntary petition regarding Contractor under the Federal Bankruptcy Code or Contractor has an involuntary petition filed against it under the Federal Bankruptcy Code, which is not dismissed within 60 days of the filing date;
- 27.3 The appointment of a receiver or trustee for Contractor; or
- 27.4 The execution by Contractor of a general assignment of its assets for the benefit of creditors.

28. TERMINATION FOR IMPROPER CONSIDERATION

- 28.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 28.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 28.3 Among other items, such illegal consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

29. RESERVED

30. TERMINATION FOR BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to contracts, County reserves the right to terminate this Agreement or to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year Services are provided by Contractor under this Agreement. County's notice to Contractor regarding such termination or reduction shall be provided within thirty (30) days of County's Board of Supervisors' approval of such actions. In the event of a reduction, Contractor may continue to provide all of the tasks, Deliverables, Services and other work set forth in the Agreement, after giving effect to such reduction.

31. RECORDS AND AUDITS

- 31.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record related to this Agreement, including but not limited to all financial records, timecards and other employment records, and proprietary data and information at Contractor's location, no more than once annually. All such materials shall be kept and maintained by Contractor during the term of This Agreement plus a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders or to pay for County travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 31.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Upon County Project Director's request therefor, Contractor shall make available to County Contractor's current publicly available audited financial statements. As of the Effective Date, the Contractor makes its audited financial statements publicly available. If Contractor discontinues this practice, the parties shall prepare and execute a mutually agreed upon Change Notice or an Amendment under the applicable provisions of

Paragraph 10 (Change Notices and Amendments) which provides for delivery of an alternative to publicly available audited financial statements.

- 31.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 31 shall constitute a breach of this Agreement upon which County may immediately terminate this Agreement.

32. INDEPENDENT CONTRACTOR STATUS

- 32.1 This Agreement is by and between County and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

- 32.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all Contractor employees and agents performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any Contractor employees or agents provided by or performing work on behalf of Contractor.

- 32.2 Contractor shall indemnify, defend and hold County harmless under and in accordance with Paragraph 16 (Indemnification and Limitation of Liability) from and against any claim of an Contractor employee or agent attributable to the Services rendered by Contractor, and Contractor's employees or agents, including but not limited to, salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes.

33. WARRANTY AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of this warranty, County shall have the right to terminate this Agreement and, its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. COMPLIANCE WITH COUNTY PROCEDURES

Contractor agrees to comply with County's security and safety rules, policies and procedures (in this Paragraph 34, "procedures") while performing Services on County's site, provided that such procedures do not violate any State, local, or Federal laws (including privacy laws); that such procedures are expressly applicable to Contractor's provision of Services at the site at which Contractor is performing Services under this

Agreement; that County makes available such procedures to each Contractor personnel performing Services at County's site prior to commencement of such services; that such procedures do not modify or amend the terms and conditions of the Agreement, and that County provides Contractor with any training regarding the procedures as reasonably requested by Contractor.

35. CONFLICT OF INTEREST

35.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed to perform Services under this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

35.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Services provider under this Agreement. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If a party hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

36. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement, in whole or in part, pursuant to Paragraph 25 (Termination for Default) or Paragraph 26 (Termination for Convenience), or exercise other rights available to it under this Agreement, at law or in equity.

37. FORCE MAJEURE

37.1 Except with respect to defaults of any subcontractor(s), neither party shall be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes, electrical, internet, or telecommunication outage that is not caused by the obligated party; or government restrictions (including the denial or cancellation of any export or other license), but in every such case the failure to perform must be beyond the reasonable control of the non-performing party.

37.2 If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the work to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 37, the term "subcontractor(s)" mean subcontractor(s) at any tier.

37.3 Notwithstanding anything herein to the contrary, neither party shall be liable for any additional costs incurred by the other party, or any subcontractor of Contractor arising out of or resulting from *force majeure* events.

38. COMPLIANCE WITH APPLICABLE LAWS

38.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures which directly apply to its performance of Services under this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with such laws, rules, regulations, and/or ordinances following written notice from County including written copies of such applicable laws, rules, regulations, ordinances, guidelines and/or directives.

38.2 Contractor shall indemnify, defend and hold harmless County under and in accordance with Paragraph 16 (Indemnification and Limitation of Liability) in connection with any violation on the part of Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, guidelines and/or directives.

39. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all third party liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

40. NONDISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

40.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 40.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit D).
- 40.3 Contractor shall ensure that applicants and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.
- 40.5 Contractor certifies that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws specifically applicable to the performance of the Services under the respective Work Order, including, but not limited to:
1. Title VII, Civil Rights Act of 1964;
 2. Section 504, Rehabilitation Act of 1973;
 3. Age Discrimination Act of 1975;
 4. Title IX, Education Amendments of 1973, as applicable; and
 5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,
- and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.
- 40.6 If County finds that any of the provisions of this Paragraph 40 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.
- 40.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or

suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 25 (Termination for Default).

- 40.8 The parties agree that for purposes of the calculation of the sum of liquidated damages in Paragraph 40.7, an act of Contractor affecting multiple employees shall be counted as a single violation.

41. RESTRICTIONS ON LOBBYING

41.1 Federal Funds Projects

If any Federal funds are to be used to pay portion for any of Contractor's work under this Agreement, the County shall notify Contractor in writing in advance of issuing the respective Work Order for such Services and give Contractor the opportunity to review all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations so that Contractor can determine whether to accept such Federally funded Work Order. If such Work Order is accepted, Contractor shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

41.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement.

42. EMPLOYMENT ELIGIBILITY VERIFICATION

- 42.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
- 42.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.
- 42.3 Contractor shall indemnify, defend, and hold harmless, the County under and in accordance Paragraph 16 (Indemnification and Limitation of Liability) from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or state statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Agreement.

43. CONTRACT HIRING

43.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

43.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date to perform Services under this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

44. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

44.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through employment or contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

44.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable State and Federal provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5245(b).

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH

COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 25 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 48 (Contractor Responsibility and Debarment).

46. COMPLIANCE WITH JURY SERVICE PROGRAM

46.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 Written Employee Jury Service Policy

46.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, "contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract under an agreement with County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of a contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

46.3 Contractor's violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

48. CONTRACTOR RESPONSIBILITY AND DEBARMENT

48.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

48.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County, including this Agreement.

48.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against County or any other public entity.

- 48.4 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 48.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's Departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 48.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 48.7 If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 48.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 48.9 The terms and procedures of this Paragraph 48 shall also apply to subcontractors, personnel and partners of Contractor performing work under this Agreement.

49. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, shall be requested to be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If Contractor denies such request, the matter will be a dispute under the Dispute Resolution Procedure (Paragraph 68) of this Agreement. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

50. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of three (3) years following the furnishing of Services under the respective Work Order, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs Contractor charged for the Services provided thereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, which are required for Contractor to perform the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are required for their performance hereunder. Upon County's request, a copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County's Project Manager.

52. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

53. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

54. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

56. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

56.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

56.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All

costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

57. RESERVED

58. RESERVED

59. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

60. VALIDITY AND SEVERABILITY

60.1 Validity

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

60.2 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

61. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be (a) hand delivered with signed receipt, (b) mailed by first-class registered or certified mail, postage prepaid, or (c) sent via facsimile or electronic mail with followed up with a hard copy delivered by either forms of (a) or (b), in each case, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail, including, in each case, if sent via facsimile or electronic mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

*County of Los Angeles
Chief Information Office
Richard Sanchez
350 S. Figueroa St., Ste. #188 Los Angeles, CA 90071
Facsimile: (213) 633-4733
E-Mail: rsanchez@cio.lacounty.gov*

If to Contractor:

*EMC Corporation
Attn: General Counsel
176 South Street
Hopkinton, MA 01748
Fax for legal notices: 508.497.6994
Email for legal notices: legalnotices@emc.com*

62. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

63. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

64. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager and the applicable Department Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager and the applicable Department Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by County's Project Manager and the applicable Department Project Manager.

65. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's administrative and security

requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Manager and the applicable Department Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

66. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Project Manager, the applicable Department Project Manager, and County's Director of Internal Services Department, in their discretion.

67. CONTRACTOR'S OFFICES

Contractor's business offices are located at 2201 Dupont, Suite 500, Irvine, CA 92612. Contractor shall notify County of any change in its business address at least ten (10) days prior to the effective date thereof.

68. DISPUTE RESOLUTION PROCEDURE

68.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 68 (collectively, "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

68.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute.

If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.

If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs.

68.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

- 68.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 68.5 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 68.6 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels described in this Paragraph 68, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 68.8 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 25 (Termination for Default), Paragraph 26 (Termination for Convenience), Paragraph 27 (Termination for Insolvency), Paragraph 28 (Termination for Improper Consideration), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19 (Proprietary Considerations) and Paragraph 24 (Confidentiality), shall not be subject to this Dispute Resolution Procedure.

69. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

70. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

71. SURVIVAL

Unless otherwise specified herein, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

2. Applicable Documents
3. Definitions
9. Warranty
10. Change Notices and Amendments
11. Term
12. Contract Prices and fees
14. Invoices and Payments

- 15. No Gratuitous Work
- 16. Indemnification & Limitation of Liability
- 17. Insurance
- 18. Contractor's Obligations Under HIPAA
- 19. Proprietary Considerations
- 20. Intellectual Property Indemnification
- 22. Subcontracting
- 23. Disclosure of Information
- 24. Confidentiality
- 25. Termination for Default
- 26. Termination for Convenience
- 31. Records and Audits
- 32. Independent Contractor Status
- 37. Force Majeure
- 38. Compliance with Applicable Laws
- 39. Fair Labor Standards
- 40. Nondiscrimination, Affirmative Action and Compliance with Civil Rights Laws
- 42. Employment Eligibility Verification
- 43.3 Prohibition against Inducement and Persuasion
- 49. County Audit Settlements
- 50. Federal Access to Records
- 52. No Third Party Beneficiaries
- 53. Governing Law, Jurisdiction and Venue
- 54. Waiver
- 60. Validity and Severability
- 63. Nonexclusivity
- 68. Dispute Resolution Procedure
- 71. Survival
- 75. No Payment For Services Provided Following Expiration/Termination Of Agreement

72. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

73. RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Agreement.

74. SAFELY SURRENDERED BABY LAW

- 74.1 Contractor shall notify and provide to its employees, and shall require each of its subcontractors to notify and provide to its employees, a fact sheet regarding the Safely

Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet, a copy of which is attached hereto as Exhibit F (Safely Surrendered Baby Law Fact Sheet), is available on the Internet at <http://www.babysafela.org> for printing purposes.

- 74.2 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

75. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Except as expressly provided under Paragraph 11.2, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the effective date of expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration / termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

* * *

**AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
EMC CORPORATION**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the Effective Date.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

EMC CORPORATION, which will do
business in California as EMC
Peripherals, Inc.
Contractor

Signed: Chantal vanLede Lyon
Printed: Chantal vanLede Lyon
Managing Counsel
Business Law Group
Title: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, Jr.
County Counsel

By AMANDA M.L. DRUKKER
Senior Deputy County Counsel

TABLE OF EXHIBITS*

Exhibit A	Services and Charges
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
Attachment 7	Work Order Issues List
Attachment 8	Work Order Forms Tracking List
Exhibit C	Change Order Process
Attachment 1	Change Order Submission Form
Attachment 2	Change Order Statement of Services (SOS)
Attachment 3	Change Order Payment Schedule
Attachment 4	Change Order Project Schedule
Exhibit D	Contractor's EEO Certification
Exhibit E	Business Associate Protected Health Information Disclosure Agreement
Exhibit F	Safely Surrendered Baby Law Fact Sheet

* Capitalized terms used in these Exhibits without definition have the meanings given to such terms in the body of the Master Services Agreement for Enterprise Content Management Software Related Services, dated as of _____, 2009 (with all Exhibits, Attachments and Schedules and all fully-executed Work Orders and Change Orders thereto, the "Agreement"), between Los Angeles County and EMC Corporation, which will do business in California as EMC Peripherals, Inc.

EXHIBIT A **EMC Americas Consulting Rate Schedule** **For Los Angeles County** **Effective March, 2008**

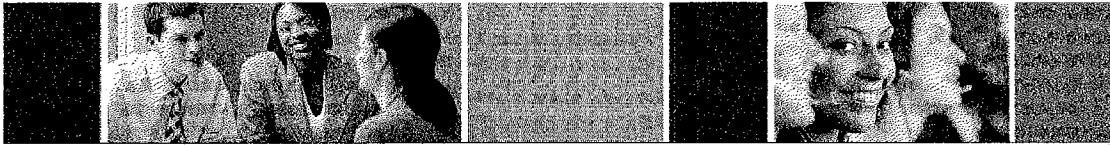


Capitalized terms used in this Exhibit A without definition have the meanings given to such terms in the body of the Master Services Agreement for Enterprise Content Management Software and Related Services, dated as of _____, 2009 (with all Exhibits, Attachments and Schedules and all fully-executed Work Orders and Change Orders thereto, the "Agreement"), between Los Angeles County ("County" or, whether or not capitalized, "Customer") and EMC Corporation, which will do business in California as EMC Peripherals, Inc., a Massachusetts corporation ("EMC"). Services performed under the Agreement are to serve the sole purpose of assisting the County with projects that will include application and/or implementation of EMC's enterprise content management software products as determined by the County's Project Manager.

Consulting Categories

The following table matches categories of Services that can be delivered to County with the EMC Consulting Roles. The Consulting Roles are defined in detail in the rest of this Exhibit.

Categories	EMC Consulting Roles
Installation, FP or T&M	1- Main Consulting Roles
Integration, FP	1- Main Consulting Roles
Design and implementation, FP	1- Main Consulting Roles
Conversion and migration, FP or T&M	1- Main Consulting Roles
Scanning, FP or T&M	2 – Document Scanning Roles 3 – Microfilm Scanning Roles
Troubleshooting, T&M	1- Main Consulting Roles
Upgrade and maintenance, FP or T&M	1- Main Consulting Roles
Planning and consulting, FP	1- Main Consulting Roles
Knowledge transfer, FP or T&M	1- Main Consulting Roles
Training, FP or T&M	4 – Training Roles
Development / development support, FP or T&M	1- Main Consulting Roles
Performance and architectural consulting, FP or T&M	1- Main Consulting Roles



1 - Main Consulting Roles

This table describes the rates, qualifications and responsibilities for the Main Consulting Roles that EMC will be using to provide the categories of services outlined in the previous page.

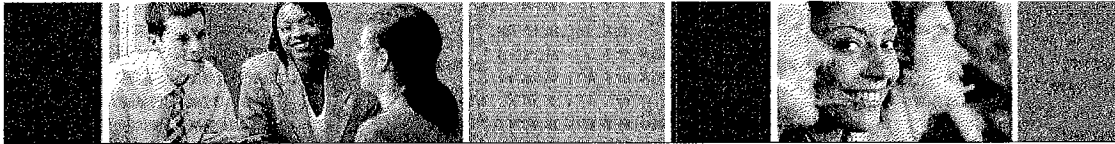
Rate	Labor Role Title	Minimum Experience	Minimum Education	Functional Responsibilities
75/hr	Project Administrative Coordinator	1 year project related experience.	Assoc. Degree	A Project Coordinator supports an integrated project team and provides administrative and general support to client project and EMC project staff for organization requirements definition sessions, status meetings, training events, and problem resolution meetings. This role is often charged with being the project archivist for the Project Team.
120/hr	Technical Writer	1 year project related experience.	Assoc. Degree	A Technical Writer typically works under the supervision of an EMC Consultant or Business Consultant and is focused on documentation generation, editing, integration, and streamlining to support technical solution implementation or allied business process redesign efforts.
175/hr	Systems Analyst	1 year project related experience.	Bachelor's Degree	A Systems Analyst works under the supervision of an EMC Consultant, Consulting Manager, Senior Consultant, or Technical Architect. This role is predominantly focused on base level systems design lifecycle support and may be charged with gathering systems requirements, testing and validating performance and functionality, or other roles as required to support technical implementation activities.

Exhibit A – Services and Charges

Rate	Labor Role Title	Minimum Experience	Minimum Education	Functional Responsibilities
185/hr	Business Analyst	2 years project related experience.	Bachelor's Degree	A Business Analyst works under the supervision of an EMC Business Consultant and provides additional support and facilitation to the business process assessment, mapping, redesign, and planning/coordination activities. This role is often charged with data gathering and analysis among other key business support tasks
185/hr	Consultant	2 years project related experience.	Bachelor's Degree	A Consultant works under the supervision of the project leader/manager. This role assists in business analysis, requirements definition, solution design, development, and deployment, and deliverable development
225/hr	Senior Consultant	3 years project related experience.	Bachelor's Degree	A Senior Consultant works under the supervision of the project leader. This role engages independently with the client on requirement definition, solution feature mapping, solution design, infrastructure analysis and acceptance testing. A Senior Consultant takes the lead in code design, development, unit testing and deployment exercises, deliverable development and administrative training.
235/hr	Business Consultant	3 years project related experience.	Bachelor's Degree	A Business Consultant works as part of integrated project team and is generally focused on aligning technical services to business requirements and improving business value of technical solutions. This is done through various activities including business process assessment, mapping, redesign, and planning/coordination. Business Consultants will often times lead business process transformation efforts in advance of as part of a solution implementation.
240/hr	Consulting Manager	3 years project related experience.	Bachelor's Degree	A Consulting Manager may serve as the project manager on projects and is typically responsible for the management of project lifecycles. This includes project organization, staff management, budget and timeline management, quality management and client communication.

Exhibit A – Services and Charges

Rate	Labor Role Title	Minimum Experience	Minimum Education	Functional Responsibilities
250/hr	Technical Architect	3 years project related experience.	Bachelor's Degree	A Technical Architect may engage independently with the client, and often provides technical team leadership to provide technical design and development. This role takes the lead in technical and solution architecture design and development, infrastructure design and planning, acceptance testing and maintenance strategy development.
295/hr	Principal Consultant	5 years project related experience.	Bachelor's Degree	A Principal Consultant provides senior level engagement oversight and quality assurance on a program and project basis, maintenance of overall quality of the delivery methodology, solution feature functionality, and fit with overall strategic directions. A Principal Consultant maintains communication channels with the client at the executive level, and negotiates formal agreements with the client's executive management.
350/hr	Senior Consulting Manager	5 years project related experience.	Bachelor's Degree	A Senior Consulting Manager serves as the project leader/program manager on large projects and is responsible for the enterprise-wide management of complex project lifecycles. This includes best practices, project organization, staff management, managing PM resources, budget and timeline management, quality management and client communication.



2 - Document Scanning Roles

Project set-up fee for onsite scanning (customer location, per operator)		\$175.00
a.	Senior Operator Hourly Fee: after two (2) hour minimum	\$97.50 per hour
b.	Operator Hourly Fee: after two (2) hour minimum	\$42.25 per hour
Indexing (data entry)		\$0.0195 per keystroke
"PDF Hot-link" Search Creation (the hot-link can be at the chapter, and/or the section, and/or the page level)		\$65.00 per hour (supervisory)
Special requirements: for data entry, pre-prep, document scan pre-prep, re-assembly of documents to original state for return and delivery to the customer		\$42.25 per hour
OCR (Optical Character Recognition), customer requests corrected full page OCR (100% verified - letter/ legal page size)		\$6.50 per data image
Labor charge (general labor)		\$42.25 per hour
Programming charges (custom output)		\$195.00 per hour

See next page for additional Document Scanning Services.

Exhibit A – Services and Charges

Document Conversion Services - Pricing Schedule

This pricing guide is designed to provide a cost estimate associated with outsourced scanning of a clients documents. The particular job requirements may alter the standard pricing model.

Scanning/Imaging/Pricing Guide

Document Size	Details	Pricing	
Smaller than size 9" X 12" In standard file format (tiff, pdf, jpeg, bmp, etc)	Less than 50,000 images	0.1125 per image	B&W
	More than 50,000 images	0.1 per image	B&W
	Color	30% add per image	Color
	OCR	0.0625 add per base image	OCR
	default format = pdf		
Greater than 12" by 18" In standard file format (tiff, pdf, jpeg, bmp, etc)	Less than 50,000 images	0.15 per image	B&W
	More than 50,000 images	0.1375 per image	B&W
	Color	30% add per image	Color
	OCR	0.0625 add per base image	OCR
	default format = pdf		
Greater than 12" by 18" (tiff, pdf, jpeg, bmp)	Less than 1,000 sheets	0.9375 per square foot	B&W
	More than 1,000 sheets	0.625 per square foot	B&W
	Color	30% add per image	Color
Minimum charge	No Job too Small	93.75 minimum per job	
Rush charge	(Less than 3 days in house)	156.25 plus cost of job	

Note: Larger volumes and/or jobs may require a price adjustment due to job specifications.

Expected (minimum) three (3) day turnaround time for 20,000 images or less from receipt of job (Based on current job load.) Turnaround time for larger volumes, or those with lots of special handling, determined after job spec. completed.

Included in all of the above pricing:

- 1- Standard- loose pages in the file folder for return to the customer
- 2- CD- one (1) searchable CD (up to 658 mb) with all format images and data

Paper Sizes

Designation	Dimensions (millimeters & inches)	Square feet
US Engineering:		
ANSI A	215.9mm x 279.4mm - 8.5in x 11in	0.6403
ANSI B	279.4mm x 431.8mm - 11in x 17in	1.2986
ANSI C	431.8mm x 558.8mm - 17in x 22in	2.5972
ANSI D	558.8mm x 863.6mm - 22in x 34in	5.1944
ANSI E	863.6mm x 1117.6mm - 34in x 44in	10.3889
US Architecture:		
ARCH A	228.6mm x 304.8mm - 9in x 12in	0.75
ARCH B	304.8mm x 457.2mm - 12in x 18in	1.5
ARCH C	457.2mm x 609.6mm - 18in x 24in	3.0
ARCH D	609.6mm x 914.4mm - 24in x 36in	6.0
ARCH E	914.4mm x 1219.2mm - 36in x 48in	12.0

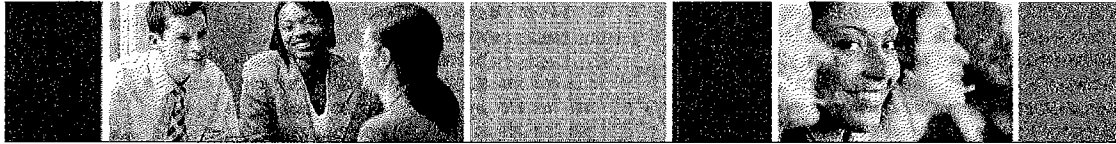
3 - Microfilm Scanning Roles

Indexing (data entry)	\$0.0195 per keystroke
Special requirements: for data entry, pre-prep, document scan pre-prep, re-assembly of documents to original state for return and delivery to the customer	\$42.25 per hour
OCR request:	based on job
Labor charge (general labor)	\$42.25 per hour
Programming charges (custom output)	\$195.00 per hour

See next page for additional Microfilm Scanning Services.

Exhibit A – Services and Charges

MicroFilm Conversion Services - Pricing Schedule				
Scanning/Imaging/Pricing Guide				
Size	Details		Pricing	
16 mm Microfilm	Less than 20,000		0.0704	
	20,000 to 200,000		0.0563	
	200,001 to 500,000		0.0469	
	Greater than 500,000		0.0281	
35 mm Microfilm	Less than 20,000		0.0938	
	20,000 to 200,000		0.0656	
	200,001 to 500,000		0.0594	
	Greater than 500,000		0.0406	
35 mm (w/ig. format)	Less than 20,000		0.2813	
	20,000 to 200,000		0.1969	
	200,001 to 500,000		0.1781	
	Greater than 500,000		0.1219	
Aperture Card	Less than 20,000		0.9375	
	20,000 to 200,000		0.8750	
	200,001 to 500,000		0.7813	
	Greater than 500,000		0.6250	
Microfiche 16 mm (com)	Less than 20,000		0.1094	
	20,000 to 200,000		0.1000	
	200,001 to 500,000		0.0941	
	Greater than 500,000		0.0781	
Microfilm Jackets	Must be reviewed		TBD	
16 mm (step and repeat)	Must be reviewed		TBD	
Cropping	Must be reviewed		TBD	
Microfilm creation	Must be reviewed		TBD	
<p>* Note: Volumes and/or jobs may require a price adjustment due to job specifications. Turnaround time for film conversions will be determined by the indexing requirements of each job specification.</p> <p><u>Included in all of the above pricing:</u></p> <ol style="list-style-type: none"> 1- Re-assembly of rolls for return to the customer 2- CD- one (1) searchable CD (up to 668 mb) with all format images and data 3- Return shipping costs to Kinko's 				
Duplication Services - Pricing Schedule				
Size	Details		Pricing	Delivery
650 MB cd disks w/ labeling and jackets	1 to 25 copies		6.25 per CD	2 days
	Over 25 copies		5.625 per CD	3 - 5 days
DVD-R Media w/labeling	1 to 25 copies		12.5 per DVD	2 days
	Over 25 copies		10.625 per DVD	3 - 5 days
<p>Note: 1 - A minimum charge of \$33 is in effect for all CD/DVD duplication orders 2 - A set-up fee for CD/DVD full color label printing is \$27.50</p>				



4 – Training Roles

Individual Classroom Training:

EMC Documentum Education on EMC's Documentum line of products ("Documentum") offers a global network of state-of-the-art training facilities and fully equipped labs. Classes are taught by Documentum instructors using courseware created by experienced curriculum development teams. Addresses and directions are available on our website.

- \$660 per day, per student.

Training Centers: Pleasanton, CA, Orange County, CA, Atlanta, GA, Chicago, IL, Boston, MA, New York, NY, Washington D.C. area, Houston, TX, and Philadelphia, PA.

Online Classes with Hosted Labs

EMC's virtual classroom is comprised of two components - an online session where the instructor delivers the lecture and interacts with the students, and an online lab. The course content delivered through this mechanism is identical to EMC's instructor-led offerings at Documentum's training centers. EMC's qualified instructors deliver the courses, use the same lab setups, and EMC sends customers the same books as in the classroom. Customers benefit by being able to attend a course from their home or office, eliminating the need to travel and saving costs.

- \$660 per day, per student.

On-site Training

Education Services will deliver training at the customer's site, which can be a cost-effective way to train several people requiring the same course. EMC can also customize its standard offerings to tailor to customer's needs.

Onsite training rates structures vary based on the type of training: End-user Training, Technical Training, and Train-the-trainer.

Courses can be tailored to meet the customer's requirements. The development effort will be quoted on a project specific basis. When a custom onsite is designed, e.g., the customer selects modules from multiple courses for the onsite; the custom course will be billed at a higher daily rate.

Technical Training

- o \$4,600 per day, up to 12 students
- o \$660 per day per student exceeding 12 students. (Max 18 students)
- o Includes training environment for up to 12
- o Plus instructor expenses

End-User

- o \$3,600 per day, up to 12 students
- o \$150 per day per student exceeding 12 students (Max 18 students)
- o Includes training environment for up to 12
- o Plus instructor expense

Exhibit A – Services and Charges

Train the Trainer Program

Through the Train-the-Trainer program, EMC Documentum Education instructor's help customers achieve their goal of successfully training customer's staff to deliver a variety of Documentum training courses, provide customers with an in-house expert, and cost effectively deliver training to customers' entire user population. Customers save time and money on development of end-user training materials by using the electronic version of the Documentum materials as a starting point for their training requirements.

End-User Training

- o \$5,500 per day, up to 12 students
- o Includes training environment for up to 12
- o Plus instructor expenses

Courseware after Train-the-Trainer Engagements

- o Customers who complete the Train-the-Trainer program may purchase courseware in printed and electronic format.

Courses offered include:

- o eRoom for Coordinators
- o eRoom for End Users
- o Getting Started with Documentum – Webtop Edition
- o Getting Started with Documentum – Digital Asset Manager
- o Getting Started with Documentum – Documentum Compliance Manager
- o Getting Started with Documentum – Records Manager
- o DCO for End Users

Pricing Model

Quantity	Electronic Version End-User
1-499	\$7,500
500-999	\$12,500
1,000+	\$15,000

Web Based Training (WBT): Convenient self-paced options.

Documentum's self-paced, Web-based training curriculum enables customers to take training when customers want it, where customers want it.

Enterprise License

- o Unlimited Access
- o Perpetual term
- o Hosted at customer's site
- o Total Cost - \$25,000

Individual users License

- o Individual Access - 30 day term
- o Hosted on myLearn
- o Per User Pricing Model

Exhibit A – Services and Charges

Courses offered include:

- eRoom for Coordinators
- eRoom for End Users
- Getting Started with Documentum – Webtop Edition
- Getting Started with Documentum – Digital Asset Manager
- Getting Started with Documentum – Documentum Compliance Manager
- Getting Started with Documentum – Records Manager
- Documentum Client for Outlook for End Users

Pricing Model

Users	Price per User
1-100	\$330
101-999	\$240
eRoom for End Users	
1-100	\$110
101-999	\$80

Custom End User Training

Organizations purchase Documentum to solve critical business issues such as corporate compliance, records management, content explosion or many other challenges. Once Documentum is customized to meet the business need, it is incumbent on having a user community knowledgeable about the application. The ultimate success of meeting the business requirements depends on the skills and ability of all the end users to consistently and accurately interact with the system.

Documentum Education Services provides customized end user training material. EMC's instructional designers work directly with the business unit manager and Documentum development team to understand the end user interaction. EMC then develops customized end user training specific to the customer's environment. The objective is to educate and empower the user community to meet the business requirements.

- **Customized Classroom Material**

Materials such as training manuals, reference guides and "cheat sheets" can be developed.

- **Customized Web Based Training (WBT)**

EMC leverage EMC's existing WBT training material and customize through screen captures and specific business processes into the existing course. This is extremely cost effective and time efficient way to deliver customized training.

Package Discount Options:

Discounts for volume purchases. Stretch your training budget by receiving a discount on classroom and Live Online courses.

Extend your training budget. If you have training budget dollars that you must "use or lose", Training Packages extend their life for an additional year.

Exhibit A – Services and Charges

Avoid the hassle of budgeting for each training session. Eliminate the time and money spent approving purchases throughout the year. No need for separate Purchase Orders for each registration.

Flexible—can be used by one or by many. You don't need to know student names or schedule in advance. You have the flexibility to attend training as you need it.

Training packages or pre-payment accounts may be sold with the following set discount rates based on the size of the package:

Number of Days	Training Credits Package	Package Cost	Discount
20	\$13,200	\$11,880	10%
40	\$26,400	\$22,440	15%
100	\$66,000	\$52,800	20%

Discount pricing applies only to instructor-led (online or classroom) training. Package credits may be used toward on-site training or self-paced (recorded or web based) training but discounts do not apply.

DESCRIPTION	COST PER PAK
SYSTEM ADMINISTRATION VALUE PAK 1 ENROLLMENT IN EACH OF THE FOLLOWING CLASSES:(TECHNICAL FUNDAMENTALS, SYSTEM ADMINISTRATION 1 AND SYSTEM ADMINISTRATION 2)—TOTAL OF 8 DAYS	\$5,000
DEVELOPER VALUE PAK 1 ENROLLMENT IN EACH OF THE FOLLOWING CLASSES: (TECHNICAL FUNDAMENTALS, WDK FUNDAMENTALS AND ADVANCED WDK)—TOTAL OF 8 DAYS OR (TECHNICAL FUNDAMENTALS, DFC FUNDAMENTALS AND ADVANCED DFC)—TOTAL OF 8 DAYS	\$5,000

NOTES: Notwithstanding anything to the contrary in this Exhibit A, all rates listed in this Exhibit A are not to exceed rates. Rates exclude travel and expenses. Travel and expenses will adhere to Los Angeles County Code, Chapter 5.40 that governs travel and other out-of-pocket expenses (see link >>> <http://ordlink.com/codes/lacounty/index.htm>), and Paragraph 14.5 of the body of the Agreement, which allows payment of Out-of-Pocket Expenses related to providing the Services only if stated in the respective Work Order. EMC reserves the right to increase rates in accordance with County's Board of Supervisor Policy No. 5.070 that governs cost of living adjustments for service agreements (see also website for Board Policy Manual at the following link >>> <http://countypolicy.co.la.ca.us/>). EMC-Partner consulting resources are leveraging certified EMC partner resources. EMC-Partner resources for Document Scanning and Microfilm Scanning Services are fulfilled with PRIDE Industries (see link >>> <http://www.prideindustries.com>). PRIDE Industries, one of EMC's premier partners and the nation's largest employers of people with disabilities, provides a variety of outsourcing solutions to meet the service needs of government entities nationwide. PRIDE employs more than 3,200 employees, including some 2,500 people with disabilities.

EXHIBIT B

WORK ORDER PROCESS

The following represents the work flow process for defining and executing Work Orders under this Agreement:

1. Work Order Initiation:

- a. A Department issues a request for Work Order to Contractor.
- b. Contractor schedules a meeting with the Department to initiate the Statement of Services process.
- c. Contractor is provided with an overview of the Department's current application and the business process it supports.
- d. Department and Contractor discuss and agree on the most appropriate Services needed to satisfy the Department's Statement of Services.
- e. Department and Contractor schedule and participate in a Joint Application Design (JAD) session to determine the Statement of Services tasks, subtasks, milestones and, for Fixed Price Work Orders only, Deliverables and specific Contractor personnel (position title and skill level) to be assigned to the proposed Work Order.

2. Work Order Statement Of Services ("SOS"):

The executed Work Order SOS shall at a minimum include the following sections, as applicable:

- a. Application system design documentation.
- b. Detailed description of tasks, subtasks, milestones and, for Fixed Price Work Orders only, Deliverables.
- c. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the proposed Work Order.
- d. Detailed project plan.
- e. Detailed cost documentation including cost calculation worksheet. The cost documentation shall include, but not be limited to, a not-to-exceed price for all work to be performed under the SOS.
- f. Work Order technical development process.
- g. Acceptance Criteria (Fixed Price Work Orders).
- h. Refresh Data Period and Data Refresh Event (if applicable).

3. Work Order Submission:

- a. Contractor and Department fill out and execute the Work Order Submission Form (Attachment 1) along with the following documents attached:
 - i. Work Order Statement of Services (Attachment 2)
 - ii. Work Order Payment Schedule (Attachment 3)
 - iii. Work Order Project Schedule (Attachment 4).
- b. Contractor and Department submit Work Order Submission Form, with all Attachments thereto, to County's Project Director for approval as provided for under the Agreement.

4. Work Order Development and Approval (Fixed Price Work Orders):

- a. Contractor delivers each Deliverable for review and sign-off.
- b. County tests each Deliverable using Acceptance Criteria prior to Deliverable sign-off

- c. County tests, as the final Deliverable, the Work Order project as an integrated system prior to final Deliverable sign-off.
- d. When invoice for each Deliverable is available:
 - (1) Department Project Manager signs-off, if required by County.
 - (2) County's Project Manager signs-off.

5. Work Order Acceptance Criteria (Fixed Price Work Orders):

Acceptance Criteria for Services as developed by mutual agreement of the Department and Contractor shall be as set forth in the applicable Work Order, including the SOS, and shall include, at a minimum:

- a. Acceptance Test for each Deliverable defined in the Work Order.
- b. Acceptance Tests for the Work Order project as a whole.

6. Work Order Initial Acceptance (Fixed Price Work Orders):

Work Order project shall achieve "Initial Acceptance" following successful completion, delivery and Acceptance of all Services under such Work Order in accordance with Section 4 (Work Order Development and Approval) above on or before the date set forth in the Project Schedule, when it meets the applicable Acceptance Criteria for such Services as specified in Section 5 (Work Order Acceptance Criteria) and the applicable Work Order Statement of Services. Work Order project shall achieve Initial Acceptance when the Work Order project is complete and ready for Production Use.

7. Work Order Production Use (Fixed Price Work Orders):

Work Order Production Use shall signify the beginning of the inspection of the Work Order project. For the purposes of this Agreement, "Production Use" means fully use and operation (as intended under the Agreement and the applicable Work Order) of the Deliverables and other products of Services in the Department's production environment. Additionally, for purposes of this Agreement, the Work Order project shall be ready for Production Use upon successful execution by Contractor of all applicable test cases described in the Work Order Statement of Services confirming the correctness and completeness of the application system design and verifying all features and functionality of the implemented solution and operational procedures, as also specified in Section 4 (Work Order Development and Approval) above.

8. Work Order Final Acceptance (Fixed Price Work Orders):

Work Order project shall achieve Final Acceptance on or before the date set forth in the Project Schedule, if applicable, at the end of the process outlined below:

- a. Department and Contractor review the Acceptance Criteria.
- b. Contractor shall verify all features and functionality of the implemented solution and operational procedures.
- c. Department puts the Work Order project into Production Use for an agreed-upon time.
- d. Department utilizes the Work Order project in Production Use through the agreed-upon time without Deficiencies according to the Acceptance Criteria defined in the Acceptance Criteria section of the Work Order Statement of Services.

- e. If during the above agreed-upon time Deficiencies appear, Contractor will correct such Deficiencies and re-submit the Work Order project for re-testing during one (1) more agreed-upon time period.
- f. Upon Production Use of Work Order project with no Deficiencies through the agreed-upon period of time, the Work Order is ready for Final Acceptance.
- g. If the Work Order project is Deficient for a second time, the Deficiencies shall be resolved in accordance with the Dispute Resolution Procedure (see Paragraph 68 of the Agreement).

Contractor's successful satisfaction of the Acceptance Test procedures in accordance with Acceptance Criteria for Final Acceptance and County's Acceptance of the Work Order Services shall constitute Final Acceptance. County's Project Director will approve the Work Order in writing by issuing a fully executed Acceptance Certificate (attached as Attachment 5 (Work Order Acceptance Form) to this Exhibit B) for such Work Order (the date of issuing of such Acceptance Certificate shall be referred to as the "Acceptance Date"). The Warranty Period shall commence upon the Acceptance Date.

9. Time and Material (T&M) Work Orders:

Each T&M Work Order shall include a not to exceed hours and price for performing Services thereunder, calculated at the rates set forth in Exhibit A (Services and Charges), and as set forth in the applicable Payment Schedule, plus materials, applicable taxes and permitted Out-of-Pocket Expenses. Contractor will invoice the County for actual time spent performing the Services, plus materials, applicable taxes and permitted Out-of-Pocket Expenses, not to exceed the hours and price set forth in the Work Order. All such fees and expenses will be invoiced monthly.

Services provided on a T&M basis shall not be subject to the review and acceptance procedures outlined above for Fixed Price Work Orders.

EXHIBIT B
ATTACHMENT 1 (Page 1 of 2)

WORK ORDER SUBMISSION FORM

Work Order Title _____

Department _____

Department Project Manager _____

Date _____

- | | | |
|---|--|---|
| <input type="checkbox"/> Installation | <input type="checkbox"/> Integration | <input type="checkbox"/> Design and Implementation |
| <input type="checkbox"/> Conversion and Migration | <input type="checkbox"/> Scanning | <input type="checkbox"/> Troubleshooting |
| <input type="checkbox"/> Upgrade and Maintenance | <input type="checkbox"/> Planning and Consulting | <input type="checkbox"/> Knowledge Transfer |
| <input type="checkbox"/> Training | <input type="checkbox"/> Development/Development Support | <input type="checkbox"/> Performance and Architectural Consulting |
| <input type="checkbox"/> Other | | |

WORK ORDER MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

WORK ORDER PROJECT DEFINITION

WORK ORDER STATEMENT OF SERVICES

WORK ORDER PAYMENT SCHEDULE (FP) or LABOR RATES AND ESTIMATED EXPENSES
(T&M)

EXHIBIT B

ATTACHMENT 1 (Page 2 of 2)

WORK ORDER SUBMISSION FORM

WORK ORDER ACCEPTANCE DEFINITION (FP ONLY)

Work Order Approval

Signature

Date

Work Order Number Assigned

County's Project Manager

Department Project Manager

Contractor

ATTACHMENTS: Statement of Services
 Payment Schedule
 Project Schedule
 Acceptance Form

EXHIBIT B
ATTACHMENT 2

WORK ORDER STATEMENT OF SERVICES (SOS)

The Work Order Statement of Services (SOS) shall be prepared in accordance with Exhibit B (Work Order Process) and shall include and specify the following information for each of the Service types if and as applicable:

1. Application systems design documentation:
Department will provide Contractor with all applicable documentation for the Service project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.
2. Detailed description of tasks subtasks, milestones and Deliverables:
Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.
3. Identification of all required County and Contractor resources and staff:
Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each task, subtask, milestone and Deliverable.
4. Detailed project plan:
Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.
5. Detailed cost documentation including cost calculation worksheet:
Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.
6. Work Order technical development process:
Department and Contractor shall meet and develop and employ tools to construct the project Deliverables.
7. Acceptance Criteria:
Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period (if different than the Warranty Period identified in the body of the Agreement) with respect to any Deliverables to be delivered in the course of performing the Services.
8. Initial Acceptance:
Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.
9. Final Acceptance:

Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:

Any additional, nonstandard warranty for this particular Work Order shall be stated here:

EXHIBIT B

ATTACHMENT 3

FIXED PRICE WORK ORDER PAYMENT SCHEDULE

The Payment Schedule, labeled as Attachment 3, shall be prepared in accordance with Exhibit B (Work Order Process) and shall be submitted along with the Work Order Submission Form (Attachment 1) as part of each Work Order. Services provided by Contractor under this Agreement shall be paid as described below:

EXHIBIT B
ATTACHMENT 4

FIXED PRICE WORK ORDER PROJECT SCHEDULE

Each Work Order shall include a mutually agreed upon Project Schedule for completing the tasks and, if applicable, Deliverables defined in the Work Order SOS, prepared in accordance with Exhibit B (Work Order Process). The timelines defined in such Project Schedule shall be subject to all the terms and conditions in the Agreement relating to completion of Services hereunder.

EXHIBIT B
ATTACHMENT 5

FIXED PRICE WORK ORDER ACCEPTANCE FORM

Work Order Number	_____
Department	_____
Department Project Manager	_____
Date	_____

WORK ORDER DELIVERABLE/PROJECT DEFINITION

WORK ORDER DELIVERABLE/PROJECT ACCEPTANCE DEFINITION

Deliverable/Project Approval	Signature	Date
County's Project Manager	_____	_____
Department Project Manager	_____	_____
Contractor's Project Manager	_____	_____

EXHIBIT B
ATTACHMENT 6

(This form is for convenience, but has no contractual significance)

WORK ORDER DOCUMENTATION FORM

Work Order Number _____
Department _____
Department Project Manager _____
Date _____

WORK ORDER PROJECT TASK AND/OR DELIVERABLE

BRIEF REASON FOR, AND DESCRIPTION AND SUMMARY OF, DOCUMENTATION

NEW WORK ORDER DOCUMENTATION

Work Order Documentation Approval	Signature	Date
County's Project Manager	_____	_____
Department Project Manager	_____	_____
Contractor's Project Manager	_____	_____

EXHIBIT B
ATTACHMENT 7

WORK ORDER ISSUES LIST
(This list is for convenience, but has no contractual significance)

Work Order Number	_____
Department	_____
Department Project Manager	_____
Contractor's Project Manager	_____

DATE	ISSUE	Department Initial	Contractor Initial
-------------	--------------	-------------------------------	-------------------------------

EXHIBIT B
ATTACHMENT 8

WORK ORDER FORMS TRACKING LIST
(This list is for convenience, but has no contractual significance)

Work Order Number	<hr/>
Department	<hr/>
Department Project Manager	<hr/>
Contractor's Project Manager	<hr/>

DATE	SUFFIX	FORM TYPE
-------------	---------------	------------------

EXHIBIT C

CHANGE ORDER PROCESS

The following represents the work flow process for defining and executing Change Orders under this Agreement. A task or a Deliverable may only be changed to meet the intent of the original Work Order Statement of Services. The original scope of the Work Order may not be altered without closing this Work Order SOS and defining a new Work Order SOS.

1. Change Order Initiation:

- a. A Department issues a request for Change Order.
- b. Contractor schedules a meeting with the Department to initiate revision to the Statement of Services.
- c. Contractor is provided with an updated review of the current application and the business process it supports.
- d. Contractor and Department schedule a Joint Application Design (JAD) session to refine the Change Order SOS.

2. Change Order Statement Of Services (SOS):

The revised Work Order SOS (Change Order Statement of Services) shall at a minimum include the following sections, if revised by the Change Order:

- a. Application system design documentation.
- b. Detailed description of tasks, subtasks, milestones and, for Fixed Price Work Orders only, Deliverables.
- c. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the project.
- d. Detailed project plan.
- e. Detailed cost documentation including cost calculation worksheet. The cost documentation shall include, but not be limited to, a not-to-exceed price for all work to be performed under the Change Order Statement of Services.
- f. Work Order technical development process.
- g. Acceptance Criteria (Fixed Price Work Orders).
- h. Data Refresh Period and Data Refresh Event, if applicable.

3. Change Order Submission:

- a. Contractor and Department fill out and execute the Change Order Submission Form (Attachment 1) along with the following documents attached, if applicable:
 - i. Change Order Statement of Services (Attachment 2)
 - ii. Change Order Payment Schedule (Attachment 3)
 - iii. Change Order Project Schedule (Attachment 4)
- b. Contractor and Department submit Change Order Submission Form, with all Attachments thereto, to County's Project Manager for approval.

4. Work Order Attachments 2 through 4 shall be replaced or amended, as applicable, by the corresponding Change Order Attachments 2 through 4 respectively. With the exception of the changes under the executed Change Order, the Work Orders shall be processed in accordance with the criteria set above in Exhibit B (Work Order Process).

EXHIBIT C
ATTACHMENT 1 (Page 1 of 2)

CHANGE ORDER SUBMISSION FORM

Work Order Number

Change Order Number

Department

Department Project Manager

Date

CHANGE ORDER BRIEF REASON, DESCRIPTION AND SUMMARY

WORK ORDER PROJECT TASK AND/OR DELIVERABLE, IF APPLICABLE

REVISED PROJECT TASK AND/OR DELIVERABLE, IF APPLICABLE

EXHIBIT C
ATTACHMENT 1 (Page 2 of 2)

CHANGE ORDER SUBMISSION FORM

REVISED PROJECT SCHEDULE, IF APPLICABLE

REVISED PAYMENT SCHEDULE, IF APPLICABLE E

	Signature	Date
Change Order Approval		
Change Order Number Assigned		
County's Project Manager		
Department Project Manager		
Contractor		

EXHIBIT C
ATTACHMENT 2

CHANGE ORDER STATEMENT OF SERVICES (SOS)

The Change Order Statement of Services (SOS) shall either replace or amend the Work Order Statement of Services (SOS) and shall be submitted along with the Change Order as Attachment 2 in accordance with Exhibit C (Change Order Process). The Change Order SOS shall include the following revised information for each of the Service types:

1. Application systems design documentation:
Department will provide the Contractor with all applicable documentation for the Service project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.
2. Detailed description of tasks, subtasks, milestones and deliverables:
Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.
3. Identification of all required County and Contractor resources and staff:
Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each tasks, subtasks, milestones and Deliverable.
4. Detailed project plan:
Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.
5. Detailed cost documentation, including cost calculation worksheet:
Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.
6. Work Order technical development process:
Department and Contractor shall meet and develop and employ tools to construct the project Deliverables.
7. Acceptance Criteria:
Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period with respect to any Deliverables to be delivered in the course of performing the Services.
8. Initial Acceptance:
Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.
9. Final Acceptance:
Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:

Any additional, nonstandard warranty for this particular Work Order shall be stated here:

The Change Order SOS replacing the original Work Order SOS shall also contain the information that is unchanged by the Change Order.

EXHIBIT C
ATTACHMENT 3

CHANGE ORDER PAYMENT SCHEDULE

Should the Change Order revise the Work Order Payment Schedule, Change Order Payment Schedule shall be submitted along with the Change Order as Attachment 3 in accordance with Exhibit C (Change Order Process) and shall replace the revised Work Order Payment Schedule. Services provided by Contractor under this Agreement shall be paid as described in such Change Order Payment Schedule as outlined below:

EXHIBIT C
ATTACHMENT 4

FIXED PRICE CHANGE ORDER PROJECT SCHEDULE

Should the Change Order revise the Work Order Project Schedule for completing the tasks, subtasks, milestones and Deliverables in the Work Order SOS. Change Order Project Schedule shall be submitted in accordance with Exhibit C along with the Change Order as Attachment 4 and shall replace the revised Work Order Project Schedule. The timelines in the Change Order Project Schedule shall be subject to all the terms in the Agreement relating to completion of work.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EMC Corporation

Company Name

176 South Street, Hopkinton, MA 01748

Address

04-2680009

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies that are performing services on County premises are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()

Chantal Lyon

Signature

Chantal vanLede Lyon
Managing Counsel
Business Law Group

Date

11.25.08

Name and Title of Signer (please print)

EXHIBIT E

***BUSINESS ASSOCIATE
PROTECT HEALTH INFORMATION DISCLOSURE AGREEMENT***

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2009 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and EMC Corporation, which will do business in California as EMC Peripherals, Inc., a Massachusetts corporation ("Business Associate" or "Contractor").

RECITALS

WHEREAS, the parties have executed a Master Services Agreement for Enterprise Content Management Software Related Services ("Services Agreement"), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the rules and regulations from time to time promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange

information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" has the same meaning as in the Services Agreement.

1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.10 Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation’s minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security

Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Information Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to

the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d) above and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to, and notwithstanding, the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason

or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with terms no less restrictive than those of this Agreement and to provide the same rights and protections as those of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

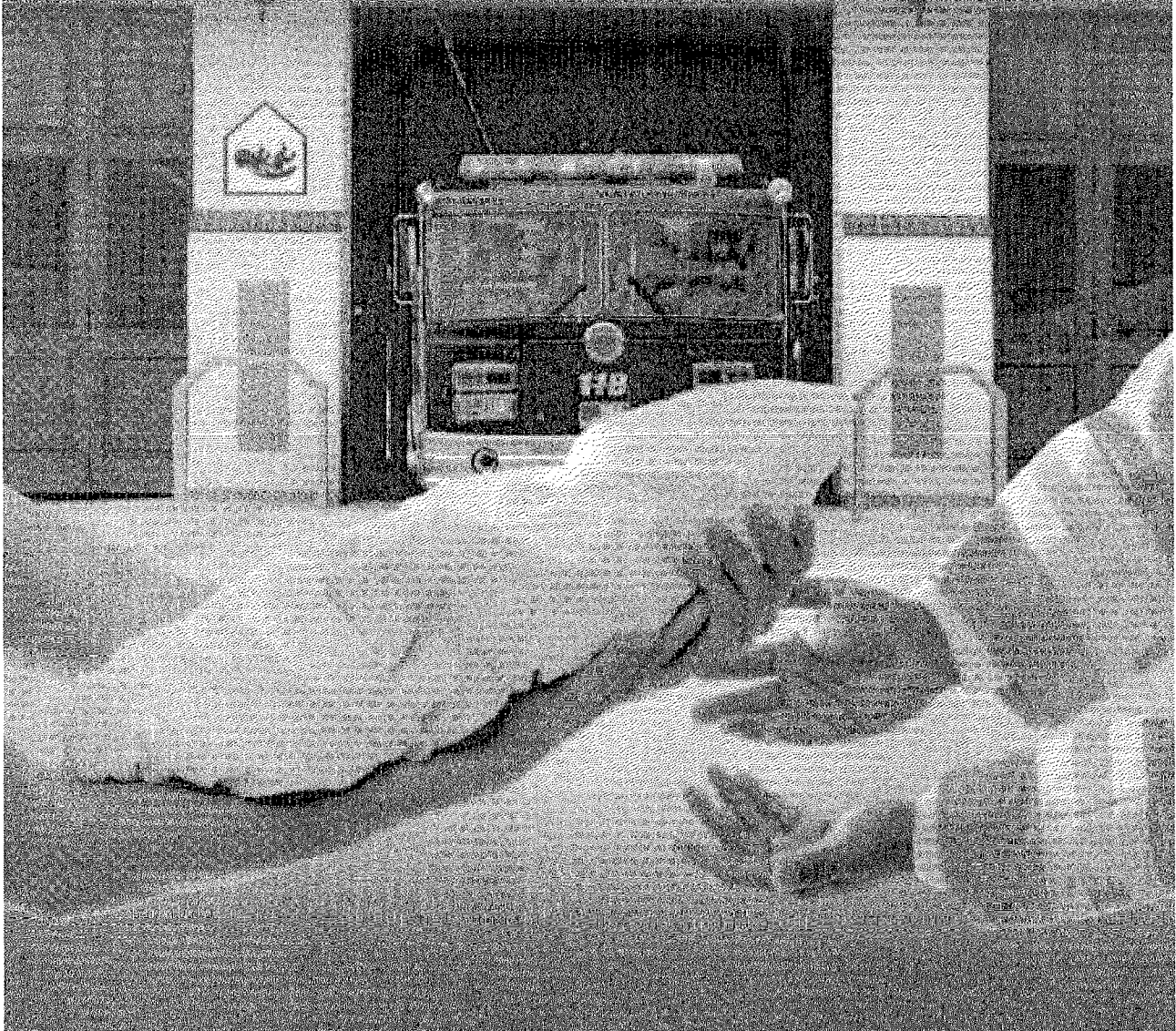
5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET

[see attached]

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY-SAFE • 1-877-222-9723

www.babysafea.org



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

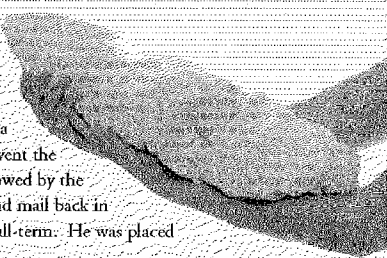
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

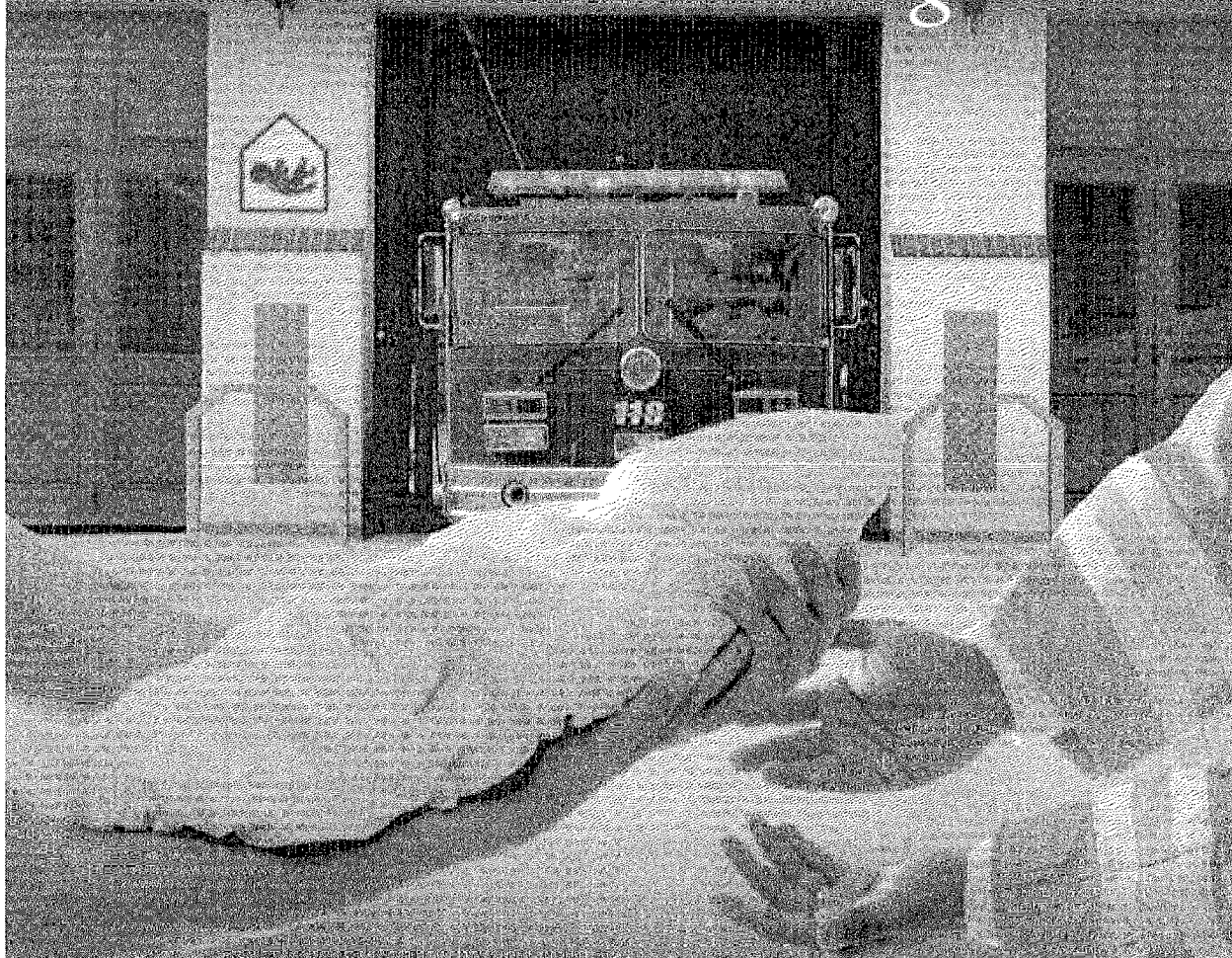
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir, cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

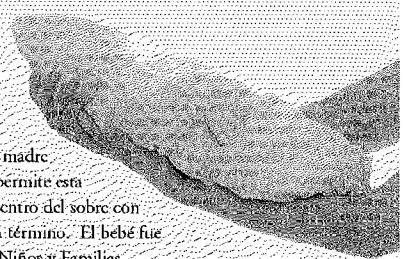
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





MASTER SERVICES AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

GLOBAL 360, INC.

FOR

ENTERPRISE CONTENT MANAGEMENT SOFTWARE RELATED SERVICES

_____, 2009

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Exhibit A	Services and Charges
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Attachment 2	Unit Charge Prices
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Fixed Price/Unit Charge Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
Attachment 7	Work Order Issues List
Attachment 8	Work Order Forms Tracking List
Exhibit C	Change Order Process
Attachment 1	Change Order Submission Form
Attachment 2	Change Order Statement of Services (SOS)
Attachment 3	Change Order Payment Schedule
Attachment 4	Change Order Project Schedule
Exhibit D	Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement
Exhibit E	Contractor's EEO Certification
Exhibit F	Business Associate Protected Health Information Disclosure Agreement
Exhibit G	Safely Surrendered Baby Law Fact Sheet

THIS MASTER SERVICES AGREEMENT is made and entered into as of _____, 2009 (as further defined below, the "Effective Date") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and Global 360 Inc., a Texas corporation ("Contractor").

1. RECITALS

WHEREAS, County desires to establish a master services agreement for the provision of enterprise content management software related services whereby County Departments and Affiliates, each as defined herein, shall have access to such services on an as-needed basis for projects related to Contractor's enterprise content management software products through a coordinated access point, namely, the County's Chief Information Officer;

WHEREAS, services under this Agreement shall be acquired by County Departments and Affiliates on an individual basis through Work Orders, as defined herein, under the administration and with the approval of County's Chief Information Officer;

WHEREAS, County's Chief Information Officer shall act as the central coordinator to administer and track all projects and services performed under this Agreement, and, with the cooperation and assistance of County Departments and Affiliates acquiring services hereunder, shall monitor the performance of such services;

WHEREAS, this Agreement is authorized under the provisions of California Government Code Section 31000 and otherwise; and

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, such enterprise content management software related services, at the prices indicated and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

2. APPLICABLE DOCUMENTS

- 2.1 This base document, together with (a) Exhibits A, B, C, D, E, F and G, set forth below, attached hereto and incorporated herein by reference, (b) all Attachments attached to such Exhibits, (c) all Work Orders issued hereunder, and (d) all Amendments, Change Notices and Change Orders entered into in accordance with the terms hereof, collectively constitute and throughout and hereinafter are referred to as the "Agreement". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule or the contents or description of any task, Deliverable, service or other work, or otherwise, between and/or among a Work Order, this base document and/or the Exhibits and the Attachments thereto, or between the Exhibits and the Attachments thereto, such conflict or inconsistency shall be resolved by giving precedence first to a signed Work Order, then this base document, and then to the Exhibits and the Attachments thereto, according to the following descending priority:

Exhibit A	Services and Charges
Attachment 1	Unit Charge Description
Attachment 2	Unit Charge Prices
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Fixed Price/Unit Charge Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
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Exhibit E	Contractor's EEO Certification
Exhibit F	Business Associate Protected Health Information Disclosure Agreement
Exhibit G	Safely Surrendered Baby Law Fact Sheet

Notwithstanding the foregoing precedence, the Work Order with respect to each Services project, as defined herein, shall have the highest precedence as it relates to the Work Order, including but not limited to the Acceptance Criteria, Initial Acceptance and Final Acceptance definitions, the Warranty Period, the Data Refresh Period and the Data Refresh Event, if applicable.

- 2.2 To the extent that any provision of this Agreement or any Exhibit or Attachment pertains solely to Fixed Price Services or Unit Charge Services, the parties hereby stipulate that, unless otherwise agreed in writing under the terms of this Agreement, such provision, Exhibit or Attachment, as the case may be, does not apply to Time and Materials Services.

3. DEFINITIONS

The terms and phrases in this Paragraph 3 in quotes and with initial letter capitalized, where applicable, shall have the meanings set forth below when used in this Agreement, throughout and hereafter.

Acceptance; Accept(ed)

As used herein, the terms "Acceptance" and "Accepted" shall mean County's written approval of the Fixed Price Services or Unit Charge Services provided by Contractor under this Agreement where the applicable Work Order Statement of Services specifies

Acceptance Criteria. If no Acceptance Criteria are specified, then Acceptance shall be deemed to occur upon performance of the applicable Services, in which case no Acceptance Certificate is necessary. Time and Material Services shall not be subject to "Acceptance"; no Acceptance Criteria or Acceptance Certificate shall be required.

Acceptance Certificate

As used herein, the term "Acceptance Certificate" shall mean County's execution of Attachment 5 (Fixed Price/Unit Charge Work Order Acceptance Form) to Exhibit B (Work Order Process) signifying Contractor's successful completion of the applicable FP and/or UC tasks, subtasks, milestones, Deliverables, Services and other work in accordance with the requirements and timetables set forth in the executed Work Order Statement of Services, including the Acceptance Criteria, as amended by any fully executed Change Order(s) thereto.

Acceptance Criteria

As used herein, the term "Acceptance Criteria" shall mean agreed upon objective standards by which the parties will verify that the FP and/or UC Services meet or exceed the requirements for Initial Acceptance and Final Acceptance under the applicable Work Order Statement of Services, as amended by any fully executed Change Order(s) thereto, in accordance with Paragraph 5 (Work Order Acceptance Criteria).

Acceptance Date

As used herein, the term "Acceptance Date" shall mean the date on which County issues a written Acceptance Certificate as provided in the applicable FP or UC Work Order, including the Project Schedule.

Acceptance Form

As used herein, the term "Acceptance Form" shall mean fully executed Attachment 5 (Fixed Price/Unit Charge Work Order Acceptance Form) to Exhibit B (Work Order Process).

Acceptance Test; Acceptance Testing

As used herein, the terms "Acceptance Test(s)" and "Acceptance Testing" shall refer to testing of Contractor's FP and/or UC Services under Work Orders, as amended by any fully executed Change Orders thereto, in accordance with the applicable Acceptance Criteria.

Agreement

As used herein, the term "Agreement" shall have the meaning set forth in Paragraph 2 (Applicable Documents).

Amendment

As used herein, the term "Amendment" shall mean an amendment duly executed by both County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative and effecting a change which materially affects the term of this Agreement, including extending the Agreement beyond the Initial Term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits).

Business Associate

As used herein, the term "Business Associate" shall have the meaning set forth in Exhibit F (Business Associate Protected Health Information Disclosure Agreement).

Business Day(s)

As used herein, the term "Business Day(s)", whether singular or plural, shall mean any day(s) of eight (8) working hours during a single day from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, excluding County observed holidays.

Change Notice

As used herein, the term "Change Notice" shall mean a change notice duly executed by both County's Project Director and Contractor's authorized representative and effecting a change to the Agreement that does not materially affect the term of the Agreement, the Maximum Contract Sum or any term or condition included in the Agreement (including the Exhibits).

Change Order

As used herein, the term "Change Order" shall mean a change order duly authorized under the terms of this Agreement against an open Work Order in accordance with Exhibit C (Change Order Process) with all Attachments thereto.

CIO

As used herein, the term "CIO" shall mean County's Chief Information Officer.

Code Developments

As used herein, the term "Code Developments" shall mean any computer code or materials (other than Products or Pre-existing Work) developed by or on behalf of Contractor (alone or in collaboration with County) and provided to County in the course of performance of this Agreement.

Contractor

As used herein, the terms "Contractor" shall have the meaning set forth in the preamble.

Contractor's Project Director

As used herein, the term "Contractor's Project Director" shall have the meaning set forth in Paragraph 5.1 (Contractor's Project Director).

Contractor's Project Manager

As used herein, the term "Contractor's Project Manager" shall have the meaning set forth in Paragraph 5.2 (Contractor's Project Manager).

County

As used herein, the term "County" shall have the meaning set forth in the preamble.

County Affiliate

As used herein, the term "County Affiliate" shall mean any governmental entity for which the County's Board of Supervisors is the governing board.

County's Project Director

As used herein, the term "County's Project Director" shall have the meaning set forth in Paragraph 4.1 (County's Project Director).

County's Project Manager

As used herein, the term "County's Project Manager" shall have the meaning set forth in Paragraph 4.2 (County's Project Manager).

Covered Entity

As used herein, the term "Covered Entity" shall have the meaning set forth in Exhibit F (Business Associate Protected Health Information Disclosure Agreement).

Data Refresh Event

As used herein, the term "Data Refresh Event" shall mean a point in time when the data for which the Work Order project was initiated is updated or refreshed, as further defined in the Work Order Statement of Services.

Data Refresh Period

As used herein, the term "Data Refresh Period" shall mean a period of time containing a Data Refresh Event. The Data Refresh Period shall be thirty (30) days, unless specified otherwise in the applicable Work Order Statement of Services for the applicable Work Order.

Day(s)

As used herein, the term "day(s)", whether singular or plural, shall mean day(s) and not

business day(s), unless otherwise expressly specified.

Deficiency(ies)

As used herein, the term "Deficiency(ies)", whether singular or plural, shall mean and include material defect(s) in any of the work relating to design, development, materials and/or workmanship; error(s); material deviation(s) from published and/or mutually agreed upon standards or any of the requirements or specifications set forth in this Agreement or in any Work Order Statement of Services issued hereunder; or any substantial nonconformance with related documentation or functional requirements which result in the Deliverables not meeting the Acceptance Criteria, if any, established in the applicable FP or UC Work Order Statement of Services.

Deliverable(s)

As used herein, the term "Deliverable(s)", whether singular or plural, shall mean literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Contractor may deliver to County under this Agreement under a fully executed FP or UC Work Order, as amended by any fully executed Change Order(s) thereto, including those items identified in Exhibit A (Services and Charges) with all Attachments thereto. Deliverable(s) do not include commercially available software, which may be provided under separate agreements.

Department(s)

As used herein, the term "Department(s)", whether singular or plural, shall mean any one of County's department(s) acquiring Services under this Agreement under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto. For purposes of this Agreement, "Department" shall also include, as the context requires, "County Affiliate."

Department Project Manager

As used herein, the term "Department Project Manager" shall mean the individual designated by County with responsibility for day-to-day supervision of any and all Services provided by Contractor under Statements of Services issued under this Agreement, as set forth in Paragraph 4.3 (Department Project Manager).

Developed Work

As used herein, the term "Developed Work" shall have the meaning set forth in Paragraph 19.2 (Rights to Developments).

Dispute Resolution Procedure

As used herein, the term "Dispute Resolution Procedure" shall mean the procedure for resolution of the disputes arising under this Agreement described in Paragraph 68 (Dispute Resolution Procedure).

Documentation

As used herein, the term "Documentation" shall mean any and all written and electronic publications relating to the Services, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available, by Contractor to County as part of its Services.

Effective Date

As used herein, the term "Effective Date" shall mean the date identified in the Preamble to this Agreement, which is the date of execution of this Agreement by authorized representative of Contractor and approval of this Agreement by County's Board of Supervisors.

Extended Term(s)

As used herein, the term "Extended Term(s)", whether singular or plural, shall have the meaning set forth in Paragraph 11 (Term).

Final Acceptance

As used herein, the term "Final Acceptance" shall have the meaning set forth in Section 8 (Work Order Final Acceptance) of Exhibit B (Work Order Process) and the applicable FP or UC Work Order.

Fiscal Year

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

Fixed Price; FP

As used herein, the term "Fixed Price" or FP shall mean the price stated in the applicable Work Order, and is the amount stated for the identified task or Deliverable.

HIPAA

As used herein, the term "HIPAA" shall mean Health Insurance Portability and Accountability Act of 1996, together with all rules and regulations from time to time promulgated thereunder, as further defined in Exhibit F (Business Associate Protected Health Information Disclosure Agreement).

Initial Acceptance

As used herein, the term "Initial Acceptance" shall have the meaning set forth in Section 6 (Work Order Initial Acceptance) of Exhibit B (Work Order Process) and the applicable FP or UC Work Order.

Initial Term

As used herein, the term "Initial Term" shall have the meaning set forth in Paragraph 11 (Term).

Maximum Contract Sum

As used herein, the term "Maximum Contract Sum" shall have the meaning set forth in Paragraph 12 (Contract Prices and Fees).

Out-of-Pocket Expenses

As used herein, "Out-of-Pocket Expenses" shall mean Contractor's reasonable and necessary expenditures for Contractor's staff transportation, meals, and lodging not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the Los Angeles County Code.

Payment Schedule

As used herein, the term "Payment Schedule" shall mean Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) providing for a schedule of payments for the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as amended by any fully executed Change Orders thereto, including Attachment 3 (Change Order Payment Schedule) to Exhibit C (Change Order Process).

Pre-existing Work

As used herein, the term "Pre-existing Work" shall mean all intellectual property rights to and ownership rights of any computer codes, information, processes, procedures, and other materials (other than Products and Developed Work) developed or otherwise obtained by or for Contractor or Contractor's affiliates, or County or County's Affiliates, independently of this Agreement.

Production Use

As used herein, the term "Production Use" shall have the meaning set forth in Section 7 (Work Order Production Use) of Exhibit B (Work Order Process) and the applicable Work Order.

Product(s)

As used herein, the term "Product(s)", whether singular or plural, shall mean any materials comprising commercially-released, pre-release or beta products (whether licensed for a fee or no charge) that Contractor makes available to County for license under a separate license agreement applicable to that Product as published by Contractor, its affiliates, or a third party.

Project Schedule

As used herein, the term "Project Schedule" shall mean Attachment 4 (Work Order Project Schedule) to Exhibit B (Work Order Process) providing for a schedule of the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as such may be amended by any fully executed Change Order(s) thereto, including Attachment 4 (Change Order Project Schedule) to Exhibit C (Change Order Process).

Service(s)

As used herein, the term "Service(s)", whether singular or plural, shall mean the services rendered by Contractor under this Agreement, which Services shall be described under a fully executed Work Order, as amended by any fully executed Change Order(s) thereto. With respect to each Work Order, the Services acquired thereunder are referred to herein as a "Services project". Services do not include outsourcing, hosting, disaster recovery, software maintenance or support. Such excluded services, if desired by the County, may be procured under a separate agreement between the parties.

State

As used herein, the term "State" shall mean the State of California.

Statement of Services; SOS

As used herein, the terms "Statement of Services" and "SOS" mean Attachment 2 (Work Order Statement of Services) to Exhibit B (Work Order Process) describing the milestones, tasks, subtasks and Deliverables to be performed under a particular Work Order, as amended by any fully executed Change Order(s) thereto, including Attachment 2 (Change Order Statement of Services (SOS)) to Exhibit C (Change Order Process).

Time and Materials; T&M

As used herein, the term "Time and Materials" or "T&M" shall mean the Services of the applicable Work Order are being performed at hourly rates and without a specific Deliverable or Acceptance Criteria, in contrast to Services or Deliverables provided on a FP or UC basis.

Unit Charge; UC

As used herein, the term "Unit Charge" or "UC" shall mean Services of the applicable Work Order which are being performed at the Unit Charge rates set forth on Attachment 2 (Unit Charge Prices) to Exhibit A (Services and Charges).

Warranty Period

As used herein, the term "Warranty Period" shall have the meaning set forth in Paragraph 9.1 (Work Order Warranties) and the applicable Work Order.

Work Order(s)

As used herein, the term "Work Order(s)", whether singular or plural, shall mean a fully executed project ordering document for Services to be provided by Contractor from time to time upon County's request and approval in accordance with this Agreement. Each Work Order executed under this Agreement shall contain at a minimum Attachments 1 (Work Order Form), 2 (Work Order Statement of Services (SOS)), 3 (Work Order Payment Schedule), 4 (Work Order Project Schedule) and 5 (Fixed Price/Unit Charge Work Order Acceptance Form) to Exhibit B (Work Order Process), as amended by any Change Order(s) thereto, including Attachments 1 (Change Order Submission Form), 2 (Change Order Statement of Services (SOS)), 3 (Change Order Payment Schedule) and 4 (Change Order Project Schedule) to Exhibit C (Change Order Process), referencing this Agreement and identifying and describing the Services acquired by County from Contractor under each Work Order. Each such Work Order shall be subject to this Agreement. Work Order and SOS may be used interchangeably in this Agreement, unless the context otherwise requires.

Working Hours

As used herein, "Working Hours" means one of the following work schedules, according to individual County department policy, excluding County holidays:

- A. "5/40", which is normally 8 hours per day Monday through Friday ("Working Days"), with starting and ending times departmentally established;
- B. "9/80", which is a flexibly arranged 9 hours on each of eight Working Days in a given two-week period, plus 8 hours arranged, per department policy, on the ninth Working Day; or
- C. "4/40", which is normally ten hours on each of four fixed Working Days each week, with starting and ending times departmentally established.

4. ADMINISTRATION OF AGREEMENT - COUNTY

4.1 County's Project Director

- 4.1.1 County's Project Director for this Agreement shall be the CIO or his/her designee.
- 4.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.
- 4.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.
- 4.1.4 County's Project Director will have the right during Business Days to inspect any and all Services provided by or on behalf of Contractor pursuant to this Agreement.

4.2 County's Project Manager

4.2.1 County's Project Manager shall be the following person or his/her designee:

*Greg Melendez
County of Los Angeles
Chief Information Office
350 S. Figueroa St., Ste. #188
Los Angeles, CA 90071*

4.2.2 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

4.2.3 County's Project Manager will advise County's Project Director as to Contractor's performance with respect to requirements and technical standards.

4.2.4 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.2.5 County will notify Contractor in writing of any changes in the name or address of County's Project Manager.

4.2.6 County's Project Manager will provide technical direction to Contractor in the areas relating to County policy, information requirements and procedural requirements.

4.3 Department Project Manager

4.3.1 Department Project Manager shall be the person designated by each Department to manage the applicable Work Order on behalf of such Department.

4.3.2 Department Project Manager will be responsible for ensuring that the technical standards and requirements of individual Work Orders are met.

4.3.3 Department Project Manager will advise County's Project Manager as to Contractor's performance with respect to requirements and technical standards.

4.3.4 Department Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

4.3.5 Department Project Manager will provide technical direction to Contractor in the areas relating to the individual Department's Work Order project information requirements.

4.4 Approval of Work Orders

All tasks, subtasks, Deliverables (if any), Services and other work provided by Contractor

under this Agreement must be prepared and provided solely as specified under this Agreement and must have requisite County written approval as evidenced by a fully executed Work Order and any Change Order(s) thereto on behalf of County in order to qualify for payment. In no event shall County be liable or responsible for any payment of such tasks, subtasks, Deliverables (if any), Services or other work prior to or without County's written approval thereof in accordance with the terms of this Agreement, including Work Order and Change Order approval described in Exhibit B (Work Order Process) and Exhibit C (Change Order Process) respectively.

5. ADMINISTRATION OF AGREEMENT - CONTRACTOR

5.1 Contractor's Project Director

- 5.1.1 Contractor's Project Director shall be the following person who shall be a full-time employee of Contractor:

*Charles Bisom-Rapp
Service Line Director
Global 360 Professional Services Organization
13352 Barbados Way
Del Mar, CA 92014
Facsimile: (800) 246-0738
E-mail: charles.bisom-rapp@global360.com*

- 5.1.2 Contractor's Project Director shall be responsible for Contractor's performance of all Services hereunder and ensuring Contractor's compliance with this Agreement.

- 5.1.3 From the Effective Date through the expiration of the term of this Agreement or the final Work Order under Paragraph 11.2, whichever is later, Contractor's Project Director shall be available to meet and confer with County's Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

- 5.1.4 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Director.

5.2 Contractor's Project Manager

- 5.2.1 Contractor's Project Manager shall be identified in each Work Order.

- 5.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Paragraph 5.4 (Reports by Contractor).

- 5.2.3 Contractor's Project Manager shall be responsible for Contractor's performance of all its tasks and subtasks and ensuring Contractor's compliance with this Agreement.

- 5.2.4 From the Effective Date through the expiration of the term of this Agreement or the final Work Order under Paragraph 11.2, whichever is later, Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis to review project progress and discuss project coordination. Such meetings shall be conducted at a time and place convenient to County's Project Manager.
- 5.2.5 Contractor will notify County in writing of any changes in the name or address of Contractor's Project Manager.
- 5.3 Approval of Contractor's Staff
- 5.3.1 In fulfillment of its responsibilities under this Agreement, Contractor shall utilize, and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, tasks, Deliverables and Services required by this Agreement. Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 5.3.2 County, acting through County's Project Manager, has the right, in his/her reasonable judgment, to require the removal and replacement of any individual acting as Contractor's Project Director or Contractor's Project Manager, and any other Contractor staff performing work under this Agreement prior to and during such performance, as well as any changes in such personnel.
- 5.3.3 Contractor shall, to the maximum extent possible, take all commercially reasonable necessary steps to ensure continuity over time of the membership of the group constituting Contractor's staff. Contractor shall promptly fill any staff vacancy with personnel meeting, at a minimum, the qualifications set forth in this Agreement and/or the applicable fully executed Work Order and any Change Order(s) thereto.
- 5.3.4 In the event Contractor should ever need to remove Contractor's Project Director, any Contractor's Project Manager or any other Contractor staff member from performing work under this Agreement, Contractor shall provide County with notice at least ten (10) days in advance, except in circumstances in which such notice is not possible, and shall work with County on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity. Should County be dissatisfied with Contractor's Project Director, any Contractor's Project Manager, or any other Contractor staff, Contractor shall replace such person with another to County's reasonable satisfaction.
- 5.3.5 Contractor shall provide County with a resume of each such personnel and proposed substitute and, upon County's Project Manager's request, an opportunity to interview such person prior to his/her performance of any work hereunder.
- 5.3.6 Contractor shall obtain an executed Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement (Exhibit D) for Contractor's Project Director, each Contractor's Project Manager and each other Contractor staff member performing work under this Agreement in no event later than the date on which Contractor's Project Director, Contractor's Project Manager or such other Contractor staff member first

performs work under this Agreement or gains access to any sensitive financial or personally identifiable information. Contractor shall provide County's Project Director with copies of any such executed Contractor Employee Acknowledgement, Confidentiality and Assignment Agreement upon County's Project Director's request therefor.

- 5.3.7 At any time prior to or during term of this Agreement, County, through County's Project Director or otherwise, may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. Without limiting Paragraph 5.3.2, County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County.

5.4 Reports by Contractor

In order to control expenditures and to ensure the reporting of all Services provided by Contractor, Contractor shall provide County's Project Manager, with a copy to County's Project Director, written monthly reports, which shall include, at a minimum, the following information:

- A. Period covered by the report.
- B. All Services provided by Contractor during the reporting period.
- C. Issues resolved.
- D. Issues to be resolved.
- E. Any changes in Contractor's line of standard services.
- F. Any other information which County may reasonably from time-to-time require.

6. SERVICES

6.1 Scope of Services

The Services provided under this Agreement shall include, at a minimum, those Services described in Exhibit A (Services and Charges), with all Attachments thereto, and any other Services acquired by County from Contractor under this Agreement.

6.2 Standard of Services

Contractor shall provide all Services under this Agreement in a professional and workmanlike manner, consistent with generally accepted industry standards and otherwise in accordance with this Agreement, all as further provided herein.

7. WORK ORDERS

7.1 Work Order Process

When a Department or County Affiliate has identified a need for Services under this Agreement, County shall initiate the process for the approval and execution of a Work Order for such Services identified in Exhibit B (Work Order Process) with all Attachments thereto. In no event shall County be liable or responsible for any Services performed without a Work Order properly executed and approved by County strictly in accordance with the process described in such Exhibit B (Work Order Process) and the provisions of this Paragraph 7.

7.2 Work Order Approval and Execution

All Work Orders issued under this Agreement shall be approved and executed as follows:

- A. For each Work Order in an amount up to Three Hundred Thousand Dollars (\$300,000), the Work Order shall be approved and executed by County's Project Director and authorized representative of Contractor.
- B. For each Work Order in an amount exceeding Three Hundred Thousand Dollars (\$300,000), shall be approved County's Board of Supervisors and executed by the CIO and an authorized representative of Contractor.

As a precondition to approving and executing each Work Order hereunder, the applicable Department shall be required to demonstrate the availability of funding for such Work Order. Following approval and execution, the Work Order shall be issued to Contractor by County's Project Director in accordance with the procedures set forth in Exhibit B (Work Order Process).

7.3 Change Order Process

Any changes to the Work Orders executed under this Agreement shall be performed only as provided in Exhibit C (Change Order Process), including all Attachments thereto. In no event shall County be liable or responsible for any Services performed without a Change Order properly executed and approved by County strictly in accordance with the process described in such Exhibit C (Change Order Process).

8. WORK ORDER ACCEPTANCE

The Services or Deliverables, or both, under each FP and/or UC Work Order executed under this Agreement shall be subject to Acceptance as provided in and in accordance with Exhibit B (Work Order Process) and such Work Order based on the Acceptance Criteria set forth therein before County issues an Acceptance Certificate with respect to any Deliverables or Services performed by Contractor under such Work Order where the applicable Work Order specifies Acceptance Criteria. If no Acceptance Criteria are specified, then Acceptance shall be deemed to occur upon performance of the Services, in which case no Acceptance Certificate shall be necessary. To the extent applicable, Exhibit B (Work Order Process) and/or each Work Order will define what is meant by

Acceptance Criteria, Initial Acceptance, Production Use, Final Acceptance, Data Refresh Period, Data Refresh Event and the Warranty Period with respect to any Deliverables or Services performed by Contractor under Work Orders. In the event of any conflict or inconsistency between the Work Order and Exhibit B (Work Order Process), the Work Order shall prevail.

9. WARRANTY

9.1 Work Order Warranties

- (1) For the purposes of this Paragraph 9.1 and the Agreement and unless otherwise stated in a Work Order, the "Warranty Period" for any Deliverables provided, and Services, performed by Contractor pursuant to a Work Order shall be ninety (90) days from Acceptance of the Deliverables and performance of the Services, as the case may be.
- (2) Contractor represents and warrants that during the Warranty Period all Services and Deliverables under this Agreement shall be in accordance with the applicable Work Order and otherwise with this Agreement, without Deficiencies. County must notify Contractor of any warranty Deficiencies within the Warranty Period. Contractor shall promptly correct any and all Deficiencies with the Deliverables and Services occurring during the Warranty Period in accordance with this Paragraph 9. The correction of all such Deficiencies shall be at no cost to the County during the Warranty Period.
- (3) Such corrective action, in the reasonable discretion of Contractor, may include re-performance of the nonconforming Deliverables and/or Services. In the event that Contractor is unable to cure any Deficiency within thirty (30) days from the date on which County notifies Contractor, or Contractor otherwise learns of, such Deficiency, Contractor shall, at County's option, refund to County the portion of the fees paid by County specifically for the Deliverables and/or Services which County determines to be unusable. Notwithstanding the foregoing, if the parties jointly and reasonably determine that a Deficiency is not imputable to any of the Deliverables or Services or to any of Contractor's software products licensed by County under a separate agreement, then the refund option shall not apply with respect to such Deficiency.

9.2 Further Warranties

Contractor further represents, warrants, covenants and agrees that during the term of this Agreement:

- (1) The person executing this Agreement, any Work Order or any Change Notice and/or Amendment pursuant to Paragraph 10 (Change Notices and Amendments) for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority.
- (2) Contractor has the full power and authority to grant the all rights granted by this Agreement to County.
- (3) No consent of any other person or entity is required by Contractor to grant such

rights, other than consents that have been obtained and are in effect.

- (4) County is entitled to use all Deliverables and/or other products of Services as permitted under this Agreement without interruption.
- (5) None of this Agreement, the Deliverables, or the other products of Services are subject to any liens, encumbrances, or pledges or subordinate to any right or claim of any third party, including Contractor's creditors.
- (6) Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior written consent of County.
- (7) Neither the performance of this Agreement by Contractor, nor the use by County and its users of the Deliverables or other products of Services in accordance with this Agreement will in any way violate any nondisclosure Agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.
- (8) Contractor shall comply with the applicable specifications, requirements, standards, representations, and warranties set forth in this Agreement.
- (9) All Documentation delivered under this Agreement shall be uniform in appearance.
- (10) Contractor shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in the County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by such other party, without such other party's prior written consent.
- (11) Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to in this Paragraph 9.2 as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Agreement, nor shall Contractor knowingly permit any subsequent services under this Agreement to cause placement of any Disabling Device on County's systems.

9.3 Warranty Pass-Through

Contractor shall pass through to County to the fullest extent possible, any applicable warranty or indemnity offered by any manufacturer of any third party product that forms a part of the Services and which are provided by Contractor under this Agreement.

10. CHANGES NOTICES AND AMENDMENTS

10.1 Entire Agreement

This Agreement, including all (a) Exhibits attached hereto, (b) Attachments attached to such Exhibits, (c) Work Orders issued hereunder, and (d) Amendments, Change Notices and Change Orders entered into in accordance with the terms hereof, constitutes the complete and exclusive agreement between the parties and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Agreement. Nothing in this Agreement shall be interpreted based upon any prior discussions and negotiations, or upon any additions or deletions made as a result thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions.

10.1.1 Unless otherwise expressly provided elsewhere in this Agreement, no representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures required under this Paragraph.

10.1.2 County reserves the right to change any provision of this Agreement. Unless otherwise expressly provided elsewhere in this Agreement, all such changes shall be accomplished only as provided in this Paragraph 10.

10.1.3 For any change requested by County which does not materially affect the term of the Agreement, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a Change Notice shall be prepared and executed by County's Project Director and Contractor's authorized representative.

10.1.4 Except as otherwise provided in this Agreement, for any change requested by County which materially affects the term of this Agreement, including extending the Agreement beyond the Initial Term, Maximum Contract Sum or any term or condition included in this Agreement (including Exhibits), a negotiated written Amendment to this Agreement shall be prepared and executed by each of County's authorized representative (or the County's Board of Supervisors if deemed appropriate by the County) and Contractor's authorized representative.

10.2 Work Order Changes

County reserves the right to change any portion of the work required under a Work Order covered by this Agreement. Changes to the Work Orders under this Agreement shall be performed in accordance with Paragraph 7.3 (Change Order Process).

10.3 Facsimile

Except for the parties' initial signatures to this Agreement and any formal Amendments thereto, which must be provided in "original" form and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices or Change Orders prepared pursuant to this Paragraph 10 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices, or Change Orders, such that the parties need not follow up facsimile transmissions of such documents by subsequent (non-facsimile) transmissions of "original" versions of such documents.

11. TERM

- 11.1 Unless otherwise specified in this Agreement, the term of this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, or any Extended Term (as defined below), County and Contractor may, upon mutual agreement, renew this Agreement for additional two (2) consecutive two-year terms (hereinafter "Extended Term(s)") two (2) years at a time by executing an Amendment in accordance with Paragraph 10 (Change Notices and Amendments), provided that if this Agreement is not so extended, the remaining option(s) shall automatically lapse. As used herein, the term of this Agreement shall mean the Initial Term and any Extended Term(s).
- 11.2 Any Work Order executed prior to the termination of the Agreement shall continue beyond the termination of this Agreement until the earlier of (a) the Work Order has been completed and, if applicable, all work thereunder has been Accepted, and all Warranty Periods have expired, or (b) the Work Order is otherwise terminated in accordance with this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, for so long as any such Work Order remains in effect under this Paragraph 11.2, all terms and conditions of this Agreement shall survive with respect to such Work Order, except that no Change Orders increasing the amount of work provided under such Work Order may be issued with respect to such Work Order.
- 11.3 Contractor shall notify County's Project Manager in writing when this Agreement is within six (6) months from the expiration of the Initial Term or the then current Extended Term, as the case may be.

12. CONTRACT PRICES AND FEES

- 12.1 Contractor shall provide all Services in accordance with the prices, terms and conditions set forth in this Agreement, including Exhibit A (Services and Charges), and the applicable Work Order payment terms specified in Attachment 3 (Work Order Payment Schedule) to Exhibit B (Work Order Process) attached to, and executed with, each Work Order, as amended by any fully executed Change Order(s) thereto.
- 12.2 The "Maximum Contract Sum" shall be the total monetary amount payable by County to

Contractor for supplying the Services under this Agreement during the term of this Agreement. The Maximum Contract Sum for each calendar year (January 1 through December 31) during the term of this Agreement (prorated for any portion of a calendar year), including all applicable taxes, authorized by County hereunder, shall not exceed One Million Seven Hundred Thousand Dollars (\$1,700,000).

- 12.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum for any calendar year during the term of this Agreement. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager.

13. DELIVERY AND RISK OF LOSS

Contractor shall bear the full risk of loss due to total or partial destruction of all Deliverables developed by Contractor in connection with providing Services under this Agreement until such items are Accepted by County.

14. INVOICES AND PAYMENTS

14.1 Approval of Invoices

All invoices submitted by Contractor for payment must comply with the requirements of Paragraph 14.2 prior to any payment thereof. Additionally, all invoices submitted by Contractor hereunder must have the written approval of County's Project Manager prior to any payment thereof, which approval shall not be unreasonably withheld, provided that such invoices meet the requirements of Paragraph 14.2.1. In no event shall County be liable or responsible for any payment prior to such written approval.

14.2 Invoices

- 14.2.1 Each invoice submitted by Contractor shall indicate, to the extent applicable:

- A. The identifying Work Order number;
- B. Services for which payment is claimed;
- C. For T&M Work Orders, a statement of personnel hours utilized and detailed supporting documentation for all other reimbursements requested;
- D. The date of receipt of Services by County and, if applicable, the date of Acceptance of such Services by County;
- E. Indication of any applicable withhold amount for payments claimed or reversals thereof;
- F. Indication of any applicable credits due County under the terms of this Agreement or reversals thereof.

- 14.2.2 Contractor shall invoice County for all Services and other work provided under this Agreement and approved in writing by County pursuant to the terms of this Agreement. All invoices shall be subject to County's written approval pursuant to Paragraph 14.1 (Approval of Invoices). All invoices under this Agreement shall be submitted to the bill-to address indicated on the applicable Work Order. County will pay Contractor's invoices only for Services authorized under fully executed Work Orders, provided in accordance with the Work Order requirements and, if applicable, Accepted by County.

14.3 Taxes

- 14.3.1 The parties understand that California does not presently impose a State value-added, sales/use, or similar tax on services. In the event such taxes are imposed by California in the future with respect to this Agreement, the amounts set forth in the invoices submitted by Contractor shall include applicable taxes itemized on all Services procured by County pursuant to or otherwise due as a result of this Agreement. All applicable taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for any and all applicable taxes billed by Contractor to County and paid by County to Contractor in accordance with this Agreement. In the event Contractor fails to pay such tax and such taxes have been paid by County to Contractor, Contractor shall reimburse County for any and all tax amounts paid by County as a result of such failure. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title. Fees for services listed in a Work Order are exclusive of taxes and expenses unless otherwise stated in the respective Work Order, but such taxes, if any, shall be itemized on the invoices issued after Contractor performs the Services covered by such invoices.

- 14.3.2 Contractor personnel who travel to a single location for more than one year or who are assigned to a project in a location other than their normal work location may be subject to increased U.S. federal, state and local taxes. Where possible, Contractor will manage the length of these assignments to mitigate such personnel being subject to increased tax liabilities, and will inform the County in advance when project personnel will be removed from the project site under this paragraph. Notwithstanding the foregoing, Contractor will not remove specified personnel if, prior to their being assigned to the project site for more than one year, County agrees in writing to reimburse Contractor for the amounts payable to its personnel to cover the excess tax liability resulting from their being assigned to the project site for more than one year. Contractor's gross-up of employee compensation is intended to take into account the excess tax liability which may include federal, state, and local taxes. Application of tax law affecting Contractor's personnel will be determined by Contractor.

14.4 Invoice Discrepancies

In the event discrepancies are found during the invoice review as provided in Paragraph 14.2.2 above, County's Project Manager, or his/her designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable, but no later than within thirty (30) days from the receipt of such disputed invoice by County.

Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges as soon as practicable, but no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges. "Discrepancies" as used in this Paragraph 14 shall mean the details on the invoice or the receiving report which do not conform to the requirements of Paragraph 14.2.1, Exhibit A (Services and Charges), the applicable Payment Schedule, or the applicable Work Order.

If no notice of invoice discrepancies is received by Contractor within thirty (30) days from the date of County's receipt of the invoice, the invoice shall be deemed undisputed.

14.5 Payments

County will reimburse Contractor for permitted Out-of-Pocket Expenses related to providing the Services only if stated in the respective Work Order. Unless otherwise specified herein, payment to Contractor shall be made in accordance with this Agreement and the applicable Work Order referencing this Agreement. County shall pay all invoice amounts (less disputed charges pursuant to Paragraph 14.4 (Discrepancies) above) to Contractor within thirty (30) days of date of County's written approval of invoices under Paragraph 14.1. Unless otherwise specified herein, all payment obligations are non-cancelable, non-refundable and non-contingent. Contractor shall not accrue interest or charge a penalty for County's late payment of fees due.

14.6 County's Right to Withhold Payment

Notwithstanding any other provision of this Agreement, and in addition to any rights of County given by law or provided in this Agreement, County may upon written notice to Contractor, withhold payment for any work under this Agreement while Contractor is not providing Services under and in accordance with an applicable Work Order or is otherwise in default hereunder.

15. NO GRATUITOUS WORK

Contractor shall not perform Services or other work, other than those contemplated in fully executed Work Orders, as amended by any Change Order(s) thereto, without the prior written modification of this Agreement in accordance with Paragraph 10 (Change Notices and Amendments). Any such Services or other work shall be deemed gratuitous and Contractor shall have no claim against County for such Services or other work whatsoever.

16. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County, and its special districts, elected and appointed officers, employees, and agents (collectively in this Paragraph 16, "County"), from and against any and all liability, including claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees), in any way arising from or related to claims and lawsuits for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or related to Contractor, Contractor's agents', employees' or subcontractors' acts or omissions in

the performance of Services or provision of other work hereunder, including, without limitation, any workers' compensation suits, liability or expense, arising from or connected with services performed by any person on behalf of Contractor, Contractor's agents, employees or subcontractors pursuant to this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 16 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

17. INSURANCE

17.1 Insurance Programs

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County and such coverage shall be provided and maintained at Contractor's own expense.

17.2 Insurance Coverage Requirements

17.2.1 General liability insurance (written on ISO policy from CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

17.2.2 Professional liability insurance covering liability arising from errors, omissions or wrongful acts of Contractor, its officers or employees, in the performance of tasks, subtasks, deliverables, goods, services, and other work hereunder, with a combined single limit of not less than two million dollars (\$2,000,000) per claim.

17.2.3 Non-owned automobile liability insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "non-owned" vehicles, or coverage for "any auto".

17.2.4 Intellectual property insurance any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, Contractor shall either (i) maintain such insurance through the period ending two (2) years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two (2) years following the termination or expiration of this Agreement or insurance policy, which ever is longer, or (iii) replace such claims made

insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

- 17.2.5 Workers' compensation and employers' liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - Policy Limit	\$1 million
Disease - Each Employee	\$1 million

17.3 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Project Manager prior to commencing Services under this Agreement. Such certificates or other evidence shall, at a minimum:

- (1) Specifically identify this Agreement;
- (2) Clearly evidence all coverages required in this Agreement;
- (3) Contain the express condition that the insurer affording coverage shall provide written notice to the aforementioned address by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, but failure to mail such notice shall impose no obligation of liability of any kind upon the insurer affording coverage, its agents or representatives;
- (4) Be accompanied by a copy of the additional insured endorsement to the general liability policy, as evidence that The County of Los Angeles, its Special Districts, its officials, officers and employees have been named as additional insureds on the Contractor's General Liability Policy; and
- (5) Identify any deductibles or self-insured retentions for County's approval.

17.4 Insurer Financial Ratings

Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII or similar rating by a reputable rating agency, unless otherwise approved by County.

17.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

- (1) Any accident or incident relating to services performed on premises owned or occupied by County or County's contractors under this Agreement which involves injury or County property damage which may result in the filing of a claim or

lawsuit against Contractor and/or County. Such report shall be made in writing within ten (10) days of occurrence.

- (2) Any third-party claim or lawsuit filed against Contractor arising from the Services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to County's Project Manager.
- (4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

17.6 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement, at no cost to County, by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

County may, in its discretion, waive in writing any or all of the requirements of this Paragraph 17.6.

17.7 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract, upon which County may immediately terminate this Agreement in accordance with Paragraph 25 (Termination for Default) and pursue any remedies to which it is entitled by law.

18. CONTRACTOR'S OBLIGATIONS UNDER HIPAA

County is subject to, among other things, the Administrative Simplification requirements of HIPAA. During the course of providing Services to the County under this Agreement, Contractor may receive, have access to, and/or create Protected Health Information as defined in Exhibit F. County and Contractor therefore agree to the terms of Exhibit F (Business Associate Protected Health Information Disclosure Agreement). Should County need to amend Exhibit F (Business Associate Protected Health Information Disclosure Agreement) as is necessary to comply with the requirements of HIPAA, Exhibit F shall be deemed to be so amended, and Contractor agrees to be obligated by

such deemed amended Exhibit F, until such time as the parties enter into a Change Notice in accordance with Paragraph 10 (Change Notices and Amendments) to actually update Exhibit F to reflect such deemed amendments.

19. PROPRIETARY CONSIDERATIONS

19.1 Pre-existing Work

Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services for any Work Order, each party grants to the other party (and Contractor's contractors and County's contractors and other agents, as necessary) a temporary, non-exclusive, paid-up license to use, execute, reproduce, display and perform, any of its Pre-existing Work provided to the other party solely (i) for the performance of such Services during the term of this Agreement and (ii) to permit County to receive the benefit of the use of the Deliverables as contemplated by a Work Order both during and after the term of this Agreement, provided that the Pre-existing Work is not used, copied or distributed separately from the Deliverables by County.

19.2 Rights to Developments

Upon payment for the Services, County will have a perpetual, irrevocable, non-exclusive, non-assignable, royalty-free license to use for its internal business operations, anything developed by or on behalf of Contractor and delivered to County under this Agreement, including without limitation Code Developments, Statements of Services, information, materials, plans, reports, Acceptance Criteria, applications, processes, procedures and other Deliverables (collectively, "Developed Work"). County may allow its agents and contractors to use all such Developed Work for such purpose and County is responsible for its compliance with the Agreement and the applicable Work Order. Contractor retains ownership and all intellectual property rights to all such Developed Work, unless otherwise stated in a Work Order.

19.3 Restrictions On Use

County shall not rent, lease, lend or host Developed Work, except as otherwise provided in a Work Order, reverse engineer, decompile or disassemble Developed Work, except to the extent expressly permitted by applicable law despite this limitation; or transfer licenses to, or sublicense Developed Work to any government entity or quasi governmental entity, except as otherwise authorized by this Agreement or an applicable Work Order.

19.4 Open Source License Restrictions

Certain third party license terms may require that computer code be (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "unacceptable license terms"). Unless County has given its prior written consent, the license rights that Contractor has granted herein to County to any computer code (or any intellectual property associated therewith) shall not include any license, right, power or authority for County to knowingly incorporate, modify, combine and/or distribute that

computer code with any other computer code in a manner which would subject Contractor's computer code to such referenced unacceptable license terms. Furthermore, each party acknowledges that it will not knowingly transfer to the other party computer code that is governed by unacceptable license terms unless the providing party has given the other party prior written notice and the receiving party has consented in writing to receipt of such computer code.

19.5 No Product Provided

No Product shall be provided through or licensed under this Agreement.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

20.1 Contractor shall indemnify, hold harmless and defend County, and its special districts, elected and appointed officers, employees and agents (collectively in this Paragraph 20, "County"), from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, reasonable attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the operation of the Deliverables and/or other products of Services under this Agreement (collectively in this Paragraph 20, "Infringement Claims"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

20.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement. Upon such notice by County, Contractor shall, in its reasonable judgment, and at its sole option and at no cost to County, as remedial measures, either (i) procure the right, by license or otherwise, for County to continue to use the Deliverable(s) or other products of Services to the same extent of County's rights under this Agreement, or (ii) to the extent procuring such right to use the Deliverable(s) or other products of Services is not commercially practicable, replace or modify the Deliverable(s) or other products of Services in such a way that the Deliverable(s) or other products of Services shall have the quality and level, at a minimum, substantially equivalent to the functionality of the original Deliverable(s) or other products of Services. If Contractor determines that none of these alternatives is reasonably available, the County agrees to return the Deliverable(s) or other products of Services to Contractor on its written request. Contractor will then give the County a credit equal to all amounts paid by County to Contractor for such Deliverable(s) or other products of Services.

20.3 If Contractor fails to complete the remedial measures in Paragraph 20.2 above within ninety (90) days of the date of the written notice from County, County shall have the right to take such remedial measures it deems reasonable to mitigate any impairment of its use of the Deliverable(s) or other products of Services, or damages or other costs or expenses associated with the infringement claims (collectively in this Section 20, "Remedial Acts"). Contractor shall indemnify County for all amounts paid and all direct and indirect costs associated with such Remedial Acts by County.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 21.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 21.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment of this Contract requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 21.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

22. SUBCONTRACTING

- 22.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written approval of County as provided in this Paragraph 22. Any attempt by Contractor to subcontract any performance under this Agreement without the prior written consent of County shall be null and void. County may, in its discretion, waive in writing any or all of the requirements of this Paragraph 22.
- 22.2 If Contractor desires to subcontract any portion of the Services or other work under this Agreement, Contractor shall provide to County, in writing, a request for written approval to enter into the particular subcontract, which request shall include:
- (1) Identification of the proposed subcontractor and the reasons for the subcontractor;
 - (2) A description of the work to be performed by the proposed subcontractor;
 - (3) An outline of the proposed subcontract, less pricing, which shall contain, at a minimum, all standard County required and legally required provisions, as identified by County's Project Director;

- (4) Copies of certificates of insurance and endorsements from the proposed subcontractor which establish that the subcontractor maintains all the programs of insurance required by Paragraph 17 (Insurance) or, if applicable, requests for modification of such required programs of insurance with respect to a particular subcontractor; and
 - (5) Other pertinent information and/or certifications requested by County.
- 22.3 County will review Contractor's request to subcontract and determine, in its reasonable discretion, whether or not to consent to such request on a case-by-case basis, except that County's consent to requests for modification of required programs of insurance shall be in County's sole discretion. County's Project Director is authorized to consent to subcontracts on County's behalf.
- 22.4 Contractor shall indemnify, defend and hold harmless County under and in accordance with Paragraph 16 (Indemnification) with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor's employees.
- 22.5 Notwithstanding County consent to any subcontracting, Contractor shall remain fully responsible for any and all performance required of it under this Agreement, including those which Contractor has determined to subcontract, including, but not limited to, the obligation to properly supervise, coordinate and perform all work required under this Agreement.
- 22.6 County's consent to any subcontracting shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor shall notify its subcontractors of this County right prior to subcontractors commencing performance under this Agreement.
- 22.7 Notwithstanding County's consent to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors, and their officers, employees, agents, and successors in interest, for any services performed by subcontractors under this Agreement.
- 22.8 Contractor shall obtain an executed Employee Acknowledgment, Confidentiality and Assignment Agreement substantially in the form of Exhibit D with such changes as are approved, in advance, by County's Project Director, for each member of its subcontractor's staff members performing work under this Agreement in no event later than the date on which such staff member first performs work under this Agreement or gains access to any sensitive financial or personally identifiable information. Contractor shall provide County's Project Director with copies of any such executed Contractor Employee Acknowledgment, Confidentiality and Assignment Agreement upon County's Project Director's request therefore.
- 22.9 In the event that County consents to any subcontracting, for each subcontract entered into by Contractor, provided County so requests in writing, Contractor shall deliver to

County's Project Manager a fully executed copy of each requested subcontract entered into by Contractor.

23. DISCLOSURE OF INFORMATION

- 23.1 Contractor shall not disclose any details in connection with this Agreement, including, but not limited to, any of its terms or conditions or any circumstances which occur during the performance of this Agreement to any party except as may be otherwise provided herein or required by law.
- 23.2 In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall promptly notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and fully cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.
- 23.3 In recognizing Contractor's need to identify its services and related clients to sustain itself, this Paragraph 23 shall not prohibit Contractor from publishing its role under this Agreement within the following conditions:
- (a) Contractor shall develop all publicity material in a professional manner.
 - (b) During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold or delay such written consent.
 - (c) Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph 23.3 (other than (b)) shall apply.

24. CONFIDENTIALITY

- 24.1 Contractor maintain the confidentiality of all of County's records, data and information, including, but not limited to, billing and patient records and any personally identifiable information (collectively, "Confidential Information"), in accordance with all applicable Federal, State and County laws, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including County policies concerning information security and the protection of confidential records and information. Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of Contractor or its agents; (ii) was in the Contractor's lawful possession prior to the disclosure and had not been obtained by the Contractor either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the Contractor by a third party without restriction on the disclosure; or (iv) is independently developed by the Contractor.

Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

- 24.2 With respect to any Confidential Information that is obtained by Contractor, Contractor shall: (1) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such Confidential Information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such Confidential Information to any person or organization other than County without County's prior written authorization that the Confidential Information is releasable; and (4) at the expiration or termination of this Agreement, return all such Confidential Information to County or maintain such Confidential Information according to the written procedures sent to Contractor by County for this purpose.
- 24.3 Contractor shall inform all of its officers, directors, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Agreement. Notwithstanding the foregoing, Contractor shall be responsible for any breach of the obligations of confidentiality obligations set forth herein by any person or entity to whom Contractor discloses such Confidential Information.
- 24.4 Contractor acknowledges that a breach by Contractor of this Paragraph 24 may result in irreparable injury to County that may not be adequately compensated by monetary damages, and that, in addition to County's other rights under this Paragraph 24 and at law and in equity, County shall have the right to seek injunctive relief to enforce the provisions of this Paragraph 24.
- 24.5 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and records pursuant to Paragraph 31 (Records and Audits) become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are plainly and prominently marked "trade secret", "confidential", or "proprietary".
- (1) Any Pre-existing Work which Contractor desires to use hereunder, and which Contractor considers to be proprietary, trade secret or confidential, must be specifically identified by Contractor to County's Project Director or Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY", "TRADE SECRET" or "CONFIDENTIAL".
 - (2) Notwithstanding any other provision of this Agreement, the County shall not be obligated in any way under this Agreement for (i) any disclosure of any materials which the County is required to make under the California Public Records Act or otherwise by law; and (ii) any of Contractor's proprietary, trade secret and/or confidential materials not marked in accordance with Paragraph 24.5(1).
 - (3) In the event the County is required to defend an action on a Public Records Act

request for any of the aforementioned items which are marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County under and in accordance with Paragraph 16 (Indemnification) from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

25. TERMINATION FOR DEFAULT

- 25.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, or any Work Order hereunder, if Contractor fails to comply with the any provision of this Agreement or otherwise breaches this Agreement and fails to correct such failure or breach within thirty (30) days of receipt of written notice from County of such failure or breach (or such other cure period as is expressly set forth in this Agreement with respect to a particular failure or breach);
- 25.2.2 In the event that County terminates this Agreement, or any Work Order hereunder, in whole or in part as provided in this Paragraph 25 or in any other provision of this Agreement:
- A. Contractor shall stop performing work under this Agreement to the extent terminated shall continue the performance of this Agreement to the extent not terminated;
 - B. Contractor shall deliver to County all completed Deliverable(s) and other products of Services; and
 - C. At County Project Director's instruction, Contractor shall either return to County or destroy all copies of the Confidential Information then held by or on behalf of Contractor. An authorized representative of County will certify in writing to Contractor that no copies of the Confidential Information have been retained by Contractor.
- 25.2.3 If, after County has given notice of termination under the provisions of this Paragraph 25, it is determined by County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 26 (Termination for Convenience).
- 25.2.4 The rights and remedies of County provided in this Paragraph 25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

26. TERMINATION FOR CONVENIENCE

- 26.1 This Agreement, or any Work Order hereunder, may be terminated, in whole or in part when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective, which shall be no less than thirty (30) days after the notice is sent. In

the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 25 (Termination for Default) and it has later been determined that Contractor was not in default, no additional notice shall be required upon such termination.

- 26.2 After receipt of a notice of termination, Contractor shall submit to County, in the form and with any certifications as may be prescribed by County, an invoice for all work performed up to the effective date of such termination. Such invoice shall be submitted promptly, but no later than ninety (90) days from the effective date of termination. Payment of such invoice is Contractor's sole remedy in the event County terminates under this Paragraph 26.

27. TERMINATION FOR INSOLVENCY

County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 27.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is "insolvent" within the meaning of the Federal Bankruptcy Code;
- 27.2 The filing of a voluntary petition regarding Contractor under the Federal Bankruptcy Code or Contractor has an involuntary petition filed against it under the Federal Bankruptcy Code, which is not dismissed within 60 days of the filing date;
- 27.3 The appointment of a receiver or trustee for Contractor; or
- 27.4 The execution by Contractor of a general assignment of its assets for the benefit of creditors.

28. TERMINATION FOR IMPROPER CONSIDERATION

- 28.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 28.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County's Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

- 28.3 Among other items, such illegal consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

29. RESERVED

30. TERMINATION FOR BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any fiscal year, a budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to contracts, County reserves the right to terminate this Agreement or to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year Services are provided by Contractor under this Agreement. County's notice to Contractor regarding such termination or reduction shall be provided within thirty (30) days of County's Board of Supervisors' approval of such actions. In the event of a reduction, Contractor may continue to provide all of the tasks, Deliverables, Services and other work set forth in the Agreement, after giving effect to such reduction

31. RECORDS AND AUDITS

- 31.1 Contractor shall maintain accurate and complete financial records of its activities and operation relating to this Agreement in accordance with generally accepted accounting principles. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record related to this Agreement, including but not limited to all financial records, timecards and other employment records, and proprietary data and information. All such materials shall be kept and maintained by Contractor during the term of This Agreement plus a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then Contractor shall make the necessary arrangements at its own cost and expense to have such material made available to the County within the County's borders or to pay for County travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.
- 31.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 31.3 Upon County Project Director's request therefore, Contractor shall make available to County Contractor's current audited financial statements.
- 31.4 Failure on the part of Contractor to comply with any of the provisions of this Paragraph

31 shall constitute a breach of this Agreement upon which County may immediately terminate this Agreement.

32. INDEPENDENT CONTRACTOR STATUS

32.1 This Agreement is by and between County and Contractor and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Contractor. The employees and agents of one party are not and shall not be, or construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent contractor.

32.2 Contractor shall be solely liable and responsible for providing all workers' compensation insurance and benefits, liability insurance, employer taxes, compensation, and benefits to, or on behalf of, all Contractor employees and agents performing work pursuant to this Agreement. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes for any Contractor employees or agents provided by or performing work on behalf of Contractor.

32.2 Contractor shall indemnify, defend and hold County harmless under and in accordance with Paragraph 16 (Indemnification) from and against any claim of an Contractor employee or agent attributable to the Services rendered by Contractor, and Contractor's employees or agents, including but not limited to, salaries, wages, unemployment benefits, payroll taxes, disability insurance or benefits, or Federal, State or local taxes, or other compensation, benefits or taxes.

33. WARRANTY AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, deduct from the fees owed, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

34. COMPLIANCE WITH COUNTY PROCEDURES

Contractor agrees to comply with County's security and safety rules, policies and procedures (in this Paragraph 34, "procedures") while performing Services on County's site, provided that such procedures do not violate any State, local, or Federal laws (including privacy laws); that such procedures are expressly applicable to Contractor's provision of Services at the site at which Contractor is performing Services under this Agreement; that County makes available such procedures to each Contractor personnel performing Services at County's site prior to commencement of such services; that such procedures do not modify or amend the terms and conditions of the Agreement, and that County provides Contractor with any training regarding the procedures as reasonably

requested by Contractor.

35. CONFLICT OF INTEREST

35.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreements, and no spouse or economic dependent of such employee, shall be employed to perform Services under this Agreement. No officer or employee of Contractor, who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

35.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement which are applicable to it as a Services provider under this Agreement. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If a party hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

36. COUNTY'S QUALITY ASSURANCE PLAN

County, or its agent, will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are severe or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement, in whole or in part, pursuant to Paragraph 25 (Termination for Default) or Paragraph 26 (Termination for Convenience), or exercise other rights available to it under this Agreement, at law or in equity.

37. FORCE MAJEURE

37.1 Except with respect to defaults of any subcontractor(s), neither party shall be liable for reasonable delays in the completion of work under this Agreement, if its failure to perform arises out of, and only, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, freight embargoes, electrical, internet, or telecommunication outage that is not caused by the obligated party; or government restrictions (including the denial or cancellation of any export or other license), but in every such case the failure to perform must be beyond the reasonable control of the non-performing party.

37.2 If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for reasonable delays in the completion of the work, unless the work to be furnished by the

subcontractor was obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Paragraph 37, the term "subcontractor(s)" mean subcontractor(s) at any tier.

- 37.3 Notwithstanding anything herein to the contrary, neither party shall be liable for any additional costs incurred by the other party, or any subcontractor of Contractor arising out of or resulting from *force majeure* events.

38. COMPLIANCE WITH APPLICABLE LAWS

- 38.1 Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures which directly apply to its performance of Services under this Agreement and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to fifteen (15) days to correct any noncompliance with such laws, rules, regulations, and/or ordinances following written notice from County including written copies of such applicable laws, rules, regulations, ordinances, guidelines and/or directives.

- 38.2 Contractor shall indemnify, defend and hold harmless County under and in accordance with Paragraph 16 (Indemnification) in connection with any violation on the part of Contractor, its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, guidelines and/or directives.

39. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all third party liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under, any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

40. NONDISCRIMINATION, AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS

- 40.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries and holding companies will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 40.2 Contractor shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of the Contractor's EEO Certification (Exhibit E).
- 40.3 Contractor shall ensure that applicants and employees are treated equally during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

40.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental handicap, marital status or political affiliation, except to the extent necessary to comply with applicable Federal and State anti-discrimination laws and regulations.

40.5 Contractor certifies that it, its affiliates, subsidiaries and holding companies are in compliance with all Federal, State, and local laws specifically applicable to the performance of the Services under the respective Work Order, including, but not limited to:

1. Title VII, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendments of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap, be subject to discrimination as to any privileges or uses gained under this Agreement or under any project, program or activity supported by this Agreement.

40.6 If County finds that any of the provisions of this Paragraph 40 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

40.7 The parties agree that in the event Contractor is found to have violated the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010 (E), that Contractor pay the sum of Five hundred Dollars (\$500) for each such violation, in lieu of termination or suspension hereof, as liquidated damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Paragraph 25 (Termination for Default).

- 40.8 The parties agree that for purposes of the calculation of the sum of liquidated damages in Paragraph 40.7, an act of Contractor affecting multiple employees shall be counted as a single violation.

41. RESTRICTIONS ON LOBBYING

41.1 Federal Funds Projects

If any Federal funds are to be used to pay portion for any of Contractor's work under this Agreement, the County shall notify Contractor in writing in advance of issuing the respective Work Order for such Services and give Contractor the opportunity to review all certification and disclosure requirements prescribed by Section 319 of Public law 101-121 (31 United States Code Section 1352) and any implementing regulations so that Contractor can determine whether to accept such Federally funded Work Order. If such Work Order is accepted, Contractor shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

41.2 County Projects

Contractor, and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement.

42. EMPLOYMENT ELIGIBILITY VERIFICATION

- 42.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).

- 42.2 Contractor shall obtain from all employees performing under this Agreement all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law.

- 42.3 Contractor shall indemnify, defend, and hold harmless, the County under and in accordance Paragraph 16 (Indemnification) from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

43. CONTRACT HIRING

43.1 Consideration of Hiring County Employees Targeted for Layoffs

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the work set forth herein, Contractor shall give first consideration for such employment openings to permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Agreement.

43.2 Consideration of GAIN/GROW Program Participants for Employment

Should Contractor require additional or replacement personnel after the Effective Date to perform Services under this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

43.3 Prohibition against Inducement and Persuasion

Contractor and County agree that, during the term of a project under this Agreement and for a period of one (1) year after completion of such project, neither party shall in any way intentionally induce or persuade any specific employee of one party known to be materially involved in the project to become an employee or agent of the other party. Notwithstanding the foregoing, such prohibition shall not apply to any hiring action initiated through a public announcement.

44. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

44.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through employment or contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

44.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable State and Federal provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's Child Support Services Department Notices of Wage and Earnings Assignment

for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5245(b).

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 44 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by County's Child Support Services Department shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 25 (Termination for Default) and pursue debarment of Contractor pursuant to Paragraph 48 (Contractor Responsibility and Debarment).

46. COMPLIANCE WITH JURY SERVICE PROGRAM

46.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service Program (hereinafter "Jury Service Program" or "Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code (hereinafter "County Code").

46.2 Written Employee Jury Service Policy

46.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees (as defined in Paragraph 46.2.2 below) shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deducts from the Employee's regular pay the fees received for jury service.

46.2.2 For purposes of this Paragraph 46, "contractor" means a person, partnership, corporation or other entity which has an agreement with County or a subcontract under an agreement with County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of a contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County

under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 46. The provisions of this Paragraph 46 shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

46.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

46.3 Contractor's violation of this Paragraph 46 of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement with Contractor and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

47. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

48. CONTRACTOR RESPONSIBILITY AND DEBARMENT

48.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

48.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County, including this Agreement.

48.3 County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, or a nonprofit corporation created by County, (2) committed any act or omission

which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

- 48.4 If there is evidence that Contractor may be subject to debarment, County's Project Director, or his/her designee, will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- 48.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor, County's Project Director, or his/her designee, and County's Departments shall be provided with an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.
- 48.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 48.7 If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 48.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of the debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 48.9 The terms and procedures of this Paragraph 48 shall also apply to subcontractors, personnel and partners of Contractor performing work under this Agreement.

49. COUNTY AUDIT SETTLEMENTS

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for such work is less than payments made by County to Contractor, then the difference, shall be requested to be either repaid by Contractor to County by cash payment upon demand or deducted from any amounts due to Contractor from County, as determined by County. If Contractor denies such request, the matter will be a dispute under the Dispute Resolution Procedure (Paragraph 68) of this Agreement. If such audit finds that County's dollar liability for such work is more than payments made by County to Contractor, then the difference shall be repaid to Contractor by cash payment.

50. FEDERAL ACCESS TO RECORDS

If, and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i) is applicable, Contractor agrees that for a period of three (3) years following the furnishing of Services under the respective Work Order, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs Contractor charged for the Services provided thereunder. Furthermore, if Contractor carries out any of the Services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

51. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, which are required for Contractor to perform the Services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform Services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates which are required for their performance hereunder. Upon County's request, a

copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to County's Project Manager.

52. NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of this Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement, except that this provision shall not be construed to diminish Contractor's indemnification obligations hereunder.

53. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within the State. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. As with respect to claims that are subject to exclusive Federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

54. WAIVER

No breach of any provision hereof can be waived unless in writing. No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or subcontractors' employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

56. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 56.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of

Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 56.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or, without limitation of all County's other rights and remedies provided by law or under this Agreement, County may deduct such costs from any amounts due Contractor from County under this Agreement.

57. RESERVED

58. RESERVED

59. MINIMUM AGE, LANGUAGE SKILLS AND LEGAL STATUS OF CONTRACTOR PERSONNEL AT FACILITY

Contractor cannot assign employees under the age of eighteen (18) to perform work under this Agreement. All of Contractor's employees working at County facilities must be able to communicate in English. Contractor's employees must be United State citizens or legally present and permitted to work in the United States.

60. VALIDITY AND SEVERABILITY

60.1 Validity

The invalidity, unenforceability or illegality of any provision of this Agreement shall not render the other provisions hereof invalid, unenforceable or illegal, unless the essential purposes of this Agreement shall be materially impaired thereby.

60.2 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

61. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be (a) hand delivered with signed receipt, (b) mailed by first-class registered or certified mail, postage prepaid, or (c) sent via facsimile or electronic mail with followed up with a hard copy delivered by either forms of (a) or (b), in each case, addressed to the parties at the following addresses. Notices shall be deemed given (i) at the time of signed receipt or refusal of receipt, in the case of hand delivery; and (ii) three (3) days after deposit in the United States mail, in the case of mail, including, in each

case, if sent via facsimile or electronic mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to County:

*County of Los Angeles
Chief Information Office
Richard Sanchez
350 S. Figueroa St., Ste. #188
Los Angeles, CA 90071
Facsimile: (213) 633-4733
E-Mail: rsanchez@cio.lacounty.gov*

If to Contractor:

*Charles Bisom-Rapp
Service Line Director
Global 360 Professional Services Organization
13352 Barbados Way
Del Mar, CA 92014
Facsimile: (800) 246-0738
E-mail: charles.bisom-rapp@global360.com*

62. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of arm's length negotiations between Contractor and County. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Agreement is to be interpreted fairly as between the parties and not strictly construed as against either party.

63. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

64. ACCESS TO COUNTY FACILITIES

Contractor, its employees and agents, will be granted access to County facilities, subject to Contractor's prior notification to County's Project Manager and the applicable Department Project Manager, for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Access to County facilities outside of normal business hours must be approved in writing in advance by County's Project Manager and the applicable Department Project Manager, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights, in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all

times, unless this requirement is waived in writing prior to such event by County's Project Manager and the applicable Department Project Manager.

65. COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County's Project Manager and the applicable Department Project Manager at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service in such office space for use only for purposes of this Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

66. PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County's Project Manager, the applicable Department Project Manager, and County's Director of Internal Services Department, in their discretion.

67. CONTRACTOR'S OFFICES

Contractor's business offices are located at

*Global 360
5400 LBJ Freeway,
One Lincoln Centre
Suite 300
Dallas, TX 75240*

Contractor shall notify County of any change in its business address at least ten (10) days prior to the effective date thereof.

68. DISPUTE RESOLUTION PROCEDURE

68.1 Contractor and County agree to act promptly to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 68 (collectively, "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

68.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which County, in its reasonable discretion, determines should be delayed as a result of such dispute and as necessary to resolve such dispute.

If Contractor fails to continue without delay its performance hereunder which County, in its reasonable discretion, determines should not be delayed as a result of such dispute,

then any additional costs which may be incurred by Contractor as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs.

If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its reasonable discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs.

- 68.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 68.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 68.5 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.
- 68.6 All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels described in this Paragraph 68, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 68.8 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 25 (Termination for Default), Paragraph 26 (Termination for Convenience), Paragraph 27 (Termination for Insolvency), Paragraph 28 (Termination for Improper Consideration), or any other termination provision hereunder, and a party's right to seek injunctive relief to enforce the provisions of Paragraph 19 (Proprietary Considerations) and Paragraph 24 (Confidentiality), shall not be subject to this Dispute Resolution Procedure.

69. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use reasonable efforts to ensure that no employee of Contractor shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

70. CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Agreement are for convenience only and are

not a part of this Agreement and shall not be used in construing this Agreement.

71. SURVIVAL

Unless otherwise specified herein, the provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

2. Applicable Documents; Interpretation
3. Definitions
9. Warranty
10. Change Notices and Amendments
11. Term
12. Contract Prices and fees
14. Invoices and Payments
15. No Gratuitous Work
16. Indemnification
17. Insurance
18. Contractor's Obligations Under HIPAA
19. Proprietary Considerations
20. Intellectual Property Indemnification
22. Subcontracting
23. Disclosure of Information
24. Confidentiality
25. Termination for Default
26. Termination for Convenience
31. Records and Audits
32. Independent Contractor Status
37. Force Majeure
38. Compliance with Applicable Laws
39. Fair Labor Standards
40. Nondiscrimination, Affirmative Action and Compliance with Civil Rights Laws
42. Employment Eligibility Verification
- 43.3 Prohibition against Inducement and Persuasion
49. County Audit Settlements
50. Federal Access to Records
52. No Third Party Beneficiaries
53. Governing Law, Jurisdiction and Venue
54. Waiver
60. Validity and Severability
63. Nonexclusivity
68. Dispute Resolution Procedure
71. Survival
75. No Payment For Services Provided Following Expiration/Termination Of Agreement

72. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or

potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

73. RECYCLED PAPER

Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Agreement.

74. SAFELY SURRENDERED BABY LAW

74.1 Contractor shall notify and provide to its employees, and shall require each of its subcontractors to notify and provide to its employees, a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet, a copy of which is attached hereto as Exhibit G (Safely Surrendered Baby Law Fact Sheet), is available on the Internet at <http://www.babysafela.org> for printing purposes.

74.2 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

75. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

Except as expressly provided under Paragraph 11.2, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the effective date of expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration / termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

* * *

**AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
GLOBAL 360, INC.**

**AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
GLOBAL 360, INC.**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the Effective Date.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

GLOBAL 360, INC.
Contractor

Signed: Lucy Norris
Printed: Lucy Norris
Title: Senior Vice President

APPROVED AS TO FORM:
RAYMOND G. FORTNER, Jr.
County Counsel

By Amanda M.L. Drucker
AMANDA M.L. DRUCKER
Senior Deputy County Counsel

TABLE OF EXHIBITS*

Exhibit A	Services and Charges
Attachment 1	Unit Charge Descriptions
Attachment 2	Unit Charge Prices
Exhibit B	Work Order Process
Attachment 1	Work Order Submission Form
Attachment 2	Work Order Statement of Services (SOS)
Attachment 3	Work Order Payment Schedule
Attachment 4	Work Order Project Schedule
Attachment 5	Fixed Price/Unit Charge Work Order Acceptance Form
Attachment 6	Work Order Documentation Form
Attachment 7	Work Order Issues List
Attachment 8	Work Order Forms Tracking List
Exhibit C	Change Order Process
Attachment 1	Change Order Submission Form
Attachment 2	Change Order Statement of Services (SOS)
Attachment 3	Change Order Payment Schedule
Attachment 4	Change Order Project Schedule
Exhibit D	Contractor Employee Acknowledgement, Confidentiality and Assignment Agreement
Exhibit E	Contractor's EEO Certification
Exhibit F	Business Associate Protected Health Information Disclosure Agreement
Exhibit G	Safely Surrendered Baby Law Fact Sheet

* Capitalized terms used in these Exhibits without definition have the meanings given to such terms in the body of the Master Services Agreement for Enterprise Content Management Software Related Services, dated as of _____, 2009 (with all Exhibits and Attachments and all Amendments, Change Notices, Work Orders and Change Orders thereto, the "Agreement"), between Los Angeles County and Global 360, Inc.

EXHIBIT A

SERVICES AND CHARGES

Services

Services performed under the Agreement are to serve the sole purpose of assisting the County with projects that will include the application and/or implementation of Contractor's enterprise content management software products as determined by the County's Project Manager.

These services may include but are not limited to:

- **Document Scanning, Conversion and Migration** – See Attachments 1 and 2 to this Exhibit A.
- **Requirements Definition** – Services assisting the County in discovering and documenting the specific content management requirements from departmental managers and end-users, and then applying those requirements to the capabilities of Contractor's products.
- **Enterprise Architecture** – Services assisting the County with designing content management systems, including requirements analysis, system sizing, system topology and platform definition.
- **Application Development** – Services assisting the County in building content management systems, including software installation, software configuration, application definition, application scripting and custom software development.
- **Production System Management** – Services assisting the County in the long-term management of production systems, including system health monitoring, user management, configuration changes, software upgrades, patch installation, system troubleshooting, new release piloting, and application enhancement development tasks.
- **Partner Enablement** – Services assisting systems integrators chosen by the county to employ Contractor's products in their application development projects. Includes the services listed above, delivered through training, mentoring and direct project involvement.

Pricing

This Agreement contemplates Fixed Price Deliverables-based (FP) Work Orders, Unit Charge Work Orders and Time and Materials (T&M) Work Orders.

Fixed Price Deliverables-based engagements will be priced based on the estimated cost of producing the Deliverables and the relative risk associated with the individual Work Order. As such, no rates or discount level is provided for FP projects in the Agreement.

Services acquired on a Unit Charge basis will be priced using the applicable Unit Charges set forth on Attachment 2 to this Exhibit A.

Services acquired on a Time and Materials (T&M) basis will be provided to the County at a 30% discount to Contractor's then current standard fees, which shall not exceed the T&M rates set forth

below. Upon the expiration of the Initial Term and upon each anniversary of the Effective Date thereafter for the remainder of the term of this Agreement, each T&M rate shall be subject to increase based upon the lesser of (a) the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the prior 12-month period and (b) the general salary movement granted to County's employees as determined by County's Chief Executive as of each July 1 for the prior 12-month period.

Travel and living expenses of consultants for services provided under this Agreement shall be deemed Out-of-Pocket Expenses and shall be invoiced separately, in addition to labor costs. Each applicable Work Order shall include a not-to-exceed estimate of all Out-of-Pocket Expenses for such Work Order.

Contractor's not-to-exceed T&M rates, based on current standard fees, are defined in the table below:

<u>Category</u>	<u>Standard</u>	<u>County Rate</u>
Service Line Director	\$375.00	\$262.50
Program Manager	\$300.00	\$210.00
Principal Consultant	\$275.00	\$192.50
Senior Consultant	\$250.00	\$175.00
Staff Consultant	\$175.00	\$122.50
Offshore Development	\$100.00	\$70.00

Labor Category Descriptions

Service Line Director

Qualifications:

- Advanced technical skills, functional knowledge, client consultative skills and operational management experience.
- Minimum of 5 years of consulting services senior management experience with P & L responsibility and at least 10-15 years consulting or industry experience.

Special Skills:

- Experienced in all aspects of running a profitable consulting practice
- Relationship builder at senior executive level
- Broad base of consulting and industry experience and expertise
- Communicates a clear and compelling vision of long-term, comprehensive solutions employing Contractor applications.

Education: Minimum of a university degree or college diploma in Computer Sciences or Business, or equivalent

Program Manager

Qualifications:

- Advanced technical skills, functional knowledge, client consultative skills and operational management experience.
- Minimum of 3 years of experience as lead/senior consulting engagement assignments.
- Also 6+ years in delivery of consulting services in either a technical or functional capacity.

Special Skills:

- Can lead, engage, mobilize and motivate multiple teams to accomplish goals
- Identifies opportunities to accelerate delivery based on previous experience.
- Provides ongoing mentoring. Training and develops available resources.
- Provides constructive feedback as a measurement and monitors progress.

Education: University Degree or College Diploma in Computer Sciences or Business, or equivalent

Principal Consultant

Qualifications:

- Minimum of 5 years overall experience in functional or technical role in applicable areas of experience with the Contractor product suits.
- In technical roles, may have completed technical certifications relevant to specialty.
- Has at least 3 years experience in implementing Contractor solutions.

Special Skills:

- Extensive knowledge of the Contractor product suite; is fully up-to-date on product versions; has full understanding of how Contractor products interact with other third party products and operating systems. Core applications and web technology knowledge
- Experience in architecture, design, development and implementation of workflow and imaging systems.
- Serve in a project leader or subject/team leader capacity for significant portions of multiple projects

Education: A BS or BA in related fields. Masters degree in technical area or equivalent experience

Senior Consultant

Qualifications:

- A minimum of 5 years overall experience in functional or technical role in applicable areas of experience with the Contractor product suites.
- In technical roles, may have completed technical certifications relevant to specialty.
- Has at least three years experience in implementing Contractor solutions.

Special Skills:

- Extensive knowledge of the Contractor product suite; is fully up-to-date on product versions; has full understanding of how Contractor products interact with other third party products and operating systems. Core applications and web technology knowledge.

- Specific experience in implementing Contractor solutions and required 3rd party technology.
- Has been involved in multiple system integrations.
- Serve in a project leader or subject/team leader capacity for significant portions of multiple projects

Education: A BS or BA in related fields. Masters degree in technical area or equivalent experience

Staff Consultant

Qualifications:

- Two years overall experience in functional or technical role in applicable areas of experience with the Contractor product suits.
- At least one year experience implementing Contractor solutions and required 3rd party technology.

Special Skills:

Note: this area is dependent upon type of role, i.e. technical or functional

- Some involvement in implementing industry or IT technology and solutions.

Education: A BS or BA in information sciences, engineering or related fields or equivalent experience

Offshore Development

Qualifications:

- Minimum 2-3 years overall experience in functional or technical role in applicable areas of experience
- Typically has at least one year experience developing Contractor solutions and required 3rd party technology.

Special Skills:

Note: this area is dependent upon type of role, i.e. technical or functional

- Specific experience in implementing Contractor product suites.

Education: A BS or BA in related fields.

EXHIBIT A
ATTACHMENT 1

UNIT CHARGE DESCRIPTIONS

Items described in the following paragraphs below refer to specific Unit Charges detailed on Attachment 2. These descriptions are intended to be illustrative of tasks included in the Unit Charges. The SOS prepared by department will describe in more detail the specific handling of the components referenced under a customers' requested use of the Unit Charges under this or other agreements.

PREPARATION / ASSEMBLY / SCANNING / INDEXING

Item 1. Onsite document pre-imaging preparation fee. Processing at the client location which includes the receipt of case files or charts, logging their receipt, removing from specific folders and reinstalling the paper contents into the folders for reuse. Also includes removing duplicate carbons and blank pages. Calculated on the entire contents of case / file / chart folder.

Item 2. Onsite document pre-imaging examination fee. Processing includes examination of contents for specific items such as dates, codes, etc. per client request and reordering contents based on client criteria. Each page reordered is counted based on a statistical evaluation of a range of files/cases handled. This average is then used for billing purposes and re-evaluated based on quarterly analysis.

Item 3. Box reorganization to match case file transmittal sheet. Case folders requested to be in same order as transmittal sheet needing to be reorganized in sequence order of case transmittal sheet.

Item 4. File reorganization for sequencing documents within case file. Client request for organizing documents according to specific criteria such as - by date, by number, by origination, by type, etc.

Item 5. Flagging and reporting specific document types missing from the case file. Involves knowledge worker identifying documents by type or content, flagging same for special handling and acting upon client instructions.

Item 6. Notification and retrieval of incorrect, missing, faded barcode cover sheet. Case/file in boxes without index barcode sheet which has to be retrieved from client system, printed and reintroduced to the proper file based on index criteria.

Item 7. Cost per index/transmittal sheet created for box arriving without one. Barcode cover sheets, i control sheets and transmittals not arriving with box contents are charged due to slowdown of the process and exception handling procedures.

Item 8. Manual indexing fee. Includes cost of capture, refinement or data entry from documents for one index item only. Typically used when no index to the files exists and needs to be created. Varies by document types, client requirements, standards established, legibility, etc.

Item 9. Cost per image captured on-site. Base cost for paper which will be captured using high-speed scanners at 200dpi. Images are processed at client environment, despeckled, deskewed, black

borders removed and matched to a data index item supplied by client or alternatively manufactured under separate Unit Charge.

Item 10. Cost per image captured at Contractor's site. Paper captured using high-speed scanners at 200dpi. Images are processed at a highly secured controlled environment, despeckled, deskewed, black borders removed and matched to a data index item supplied by client or alternatively manufactured under separate Unit Charge.

Item 11. Cost per color photograph scanned. Color photographs or pages with color enhancements require specialized handling resulting in a separate process step in a high-volume capture environment. Requires editing, adjustment and manipulation of controls and processing on separate scanners.

Item 12. On-site assistance with shipping preparation, printing barcodes, preparing transmittals for boxes, logging boxes, prior to preparation. Allows County to avoid many of the other Items detailed herein.

DELIVERY

Item 13. Tracking FTP receipt on customer system. Monitoring the uptake of files/images/indices into the target system.

Item 14. Re-transmission of previous image transmission. Transmission requested by client for a group of document images and indexes previously and successfully delivered.

Item 15. Archival, retrieval storage and upload fee. Per image stored on the web servers and made available to client for access. Reserved for documents which remain accessible after transmission to client. Upload of document indices/images is included.

Item 16. Cost per self-contained Compact Disk (CD) or Digital Video Disk (DVD) or other suitable magnetic medium with images pending importation. Includes output of images and indices to intermediate format on CD or DVD suitable for importing to target system.

Item 17. Cost for direct web access to images pending importation. Images are available for viewing prior to return to client with web client. Client is responsible for connection to hosted web server at/under Contractor's maintenance.

Item 18. Cost per document search prior to image availability above 25 search requests per week. Allowance for requests to access documents or provide copies prior to scanning and being made available on web servers as described in Item 4 above.

BOXES AND STORAGE

Item 19. Monthly cost per box for storage. Cost of transporting scanned and completed work to offsite storage, tracking location of boxes, storing boxes and repositioning stored boxes at client's

request for destruction. Boxes stored over 6 months from receipt and scanning are charged at a higher price due to volume of storage and extra manipulation, movement, tracking, etc.

Item 20. Inventory management for boxes stored over six months offsite. Includes reporting, managing access and movement of boxes stored off-site prior to destruction.

Item 21. Scanned boxes – pulled and redelivered. Boxes and case files scanned and stored which need to be recalled from offsite storage over 6 months old and physically moved to requesting department.

Item 22. Pickup and restocking scanned files/boxes to offsite storage. Boxes previously scanned, delivered back to client and retrieved from department for eventual destruction.

Item 23. Return of boxes with cases not able to be scanned correctly

Item 24. Scheduled driver trip with no boxes ready for pickup. Trip charge previously scheduled for arrival onsite and files/cases/boxes are not ready for pickup.

Item 25. Base charge for unscheduled pickup. Trip charge for pickup not in schedule to return, remove or reposition boxes per customer request.

Item 26. Cost per lb. for document destruction. Box contents are removed and destroyed with County approved vendors at location of choice by department. Boxes are recycled separately.

MICROGRAPHICS

Item 27. Cost per microfiche/microfilm converted. Each microfiche scanned requires manual tracking at fiche level, mounting and top-level indexing to maintain control. Fiche contents vary as to number of images/frames contained, fill rate and position. Costs may vary if microfilm or microfiche is contained within a specialized cartridge, from which it must be removed for conversion, and into which it may need to be replaced.

Item 28. Cost per microfiche/microfilm images converted. Each frame indexed and imaged is charged under this Item with despeckling, deskewing, etc.

Item 29. Cost for generation of microfilm copy from digital image.

Item 30. Cost per image scanned off-site, auto imaged, indexed and uploaded per microfilm reel. Microfilm reels are converted on a frame by frame basis to digital form in a highly secured controlled environment and matched to a data index item supplied by client or alternatively manufactured under separate Unit Charge.

ADMINISTRATION

Item 31. Re-training charge for image import, quality assurance, and software use, where software is a component of the services delivered in the scope of document conversion.

Item 32. Problem Resolution. Questions involving specific issues outside the scope of imaging and indexing presented source materials require research. Errors in formation of the case files, improper barcode placement within boxes, or box labeling which enter the system as duplicates cause problems in the data sets delivered. Research and care taking of these issues are labeled problem resolution.

Item 33. Monthly Custom Billing Beyond Contract Terms. Split billing for customer departments mandated to ease reconciliation to client's decentralized record keeping procedures.

EXHIBIT A
ATTACHMENT 2

UNIT CHARGE PRICES

Item	Description	Per Unit	Charge
1	On-site Document pre-imaging preparation fee	Per page	\$ 0.015
2	Document pre-imaging examination fee	Per page	\$ 0.08
3	Box reorganization to match case file transmittal sheet	Per Box	\$ 10.00
4	File reorganization for sequencing documents within case file	Per File & Per page handled	\$ 3.00 Per File and \$0.015 Per Page handled
5	Flagging and Reporting Specific Document Types missing from the case file	Per event	\$ 5.00
6	Notification and retrieval of Incorrect, missing, faded barcode cover sheet	Per event	\$ 10.00
7	Cost per index/transmittal sheet created for Box arriving without either one	Per Sheet created	\$ 10.00
8	Manual indexing fee	Per character	\$ 0.005
9	Cost per image captured on-site	Per image	\$ 0.08
10	Cost per image captured at contractor's site	Per Image	0 indices - \$ 0.054 1-3 indices - \$ 0.054 4-6 indices - \$ 0.062
11	Cost per Color Photograph scanned	Per Image	\$ 0.40
12	On-site assistance with shipping preparation, printing barcodes, preparing transmittals for boxes, logging boxes, prior to preparation	Per Hour	\$ 30.00
13	Tracking FTP receipt on customer system	Per event	\$ 30.00
14	Re-transmission of previous image transmission	Per event	\$ 10.00
15	Archival, Retrieval Storage and Upload fee	Per image	\$ 0.025
16	Cost per self-contained Compact Disk (CD), Digital Video Disk (DVD), or Network Attached Storage Device (NAS) with images pending importation	Per Unit	\$5.00 per CD \$20.00 per DVD \$150.00 per NAS Drive
17	Cost for Direct Web access to images Pending Importation	Included	Included
18	Cost per document search prior to Image availability	Per Item requested	\$ 5.00
19	Monthly cost per box for storage	Per box	\$ 0.40 per box less than 6 months stored \$ 0.50 per box over 6 months stored

UNIT CHARGES DESCRIPTIONS CONTINUED -

Item	Description	Per Unit	Charge
20	Inventory management for boxes stored over six months offsite	Per Box	\$ 1.25
21	Scanned boxes – pulled and redelivered	Per Box	\$ 12.00
22	Pickup and restocking scanned files/boxes to offsite storage (minimum 5 box charge)	Per Box	\$ 10.00
23	Return of boxes with cases not able to be scanned correctly	Per Box and Per Case in Error	\$ 10.00 & \$1.00 Per Case in Error
24	Scheduled driver trip with no boxes ready for pickup	Per event	\$ 100.00
25	Base charge for unscheduled pickup	Per event Per box	\$ 50.00 \$ 10.00
26	Cost per lb. for Document destruction	Per pound	\$ 0.21
27	Cost per microfiche converted	Per fiche	\$ 10.00
28	Cost per microfiche images converted	Per image	\$ 0.045
29	Cost per image for generation of microfilm from digitized image	Per digital image	\$ 0.015
30	Cost per image scanned off-site, auto imaged, indexed and uploaded per microfilm reel	Per Image	0 indices - \$ 0.054 1-3 indices - \$ 0.054 4-6 indices - \$ 0.062
31	Retraining charge	Per Hour	\$ 30.00
32	Problem Resolution	Per Hour	\$ 30.00
33	Monthly Custom Billing Beyond Contract Terms	Per dept. Per hour	\$ 500.00 \$ 30.00

EXHIBIT B

WORK ORDER PROCESS

The following represents the work flow process for defining and executing Work Orders under this Agreement:

1. Work Order Initiation:

- a. A Department issues a request for Work Order to Contractor.
- b. Contractor schedules a meeting with the Department to initiate the Statement of Services process.
- c. Contractor is provided with an overview of the Department's current application and the business process it supports.
- d. Department and Contractor discuss and agree on the most appropriate Services needed to satisfy the Department's Statement of Services.
- e. Department and Contractor schedule and participate in a Joint Application Design (JAD) session to determine the Statement of Services tasks, subtasks, milestones and, for Fixed Price Work Orders only, Deliverables and specific Contractor personnel (position title and skill level) to be assigned to the proposed Work Order.

2. Work Order Statement Of Services ("SOS"):

The executed Work Order SOS shall at a minimum include the following sections, as applicable:

- a. Application system design documentation.
- b. Detailed description of tasks, subtasks, milestones and, for Fixed Price and Unit Charge Work Orders only, Deliverables.
- c. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the proposed Work Order.
- d. Detailed project plan.
- e. Detailed cost documentation including cost calculation worksheet. The cost documentation shall include, but not be limited to, a not-to-exceed price for all work to be performed under the SOS.
- f. Work Order technical development process.
- g. Acceptance Criteria (Fixed Price and Unit Charge Work Orders).
- h. Refresh Data Period and Data Refresh Event (if applicable).
- i. Detailed description of all data provided, components, work steps and deliverables for a Work Order using the Unit Charges set forth in Attachment 2 to Exhibit A ("Unit Charge Work Order").

3. Work Order Submission:

- a. Contractor and Department fill out and execute the Work Order Submission Form (Attachment 1) along with the following documents attached:
 - i. Work Order Statement of Services (Attachment 2)
 - ii. Work Order Payment Schedule (Attachment 3)
 - iii. Work Order Project Schedule (Attachment 4).
- b. Contractor and Department submit Work Order Submission Form, with all Attachments thereto, to County's Project Director for approval as provided for under the Agreement.

4. Work Order Development and Approval (Fixed Price and Unit Charge Work Orders):

- a. Contractor delivers each Deliverable for review and sign-off.
- b. County tests each Deliverable using Acceptance Criteria prior to Deliverable sign-off
- c. County tests, as the final Deliverable, the Work Order project as an integrated system prior to final Deliverable sign-off.
- d. When invoice for each Deliverable is available:
 - (1) Department Project Manager signs-off, if required by County.
 - (2) County's Project Manager signs-off.

5. Work Order Acceptance Criteria (Fixed Price and Unit Charge Work Orders):

Acceptance Criteria for Services as developed by mutual agreement of the Department and Contractor shall be as set forth in the applicable Work Order, including the SOS, and shall include, at a minimum:

- a. Acceptance Test for each Deliverable defined in the Work Order.
- b. Acceptance Tests for the Work Order project as a whole.

6. Work Order Initial Acceptance (Fixed Price and Unit Charge Work Orders):

Work Order project shall achieve "Initial Acceptance" following successful completion, delivery and Acceptance of all Services under such Work Order in accordance with Section 4 (Work Order Development and Approval) above on or before the date set forth in the Project Schedule, when it meets the applicable Acceptance Criteria for such Services as specified in Section 5 (Work Order Acceptance Criteria) and the applicable Work Order Statement of Services. Work Order project shall achieve Initial Acceptance when the Work Order project is complete and ready for Production Use.

7. Work Order Production Use (Fixed Price and Unit Charge Work Orders):

Work Order Production Use shall signify the beginning of the inspection of the Work Order project. For the purposes of this Agreement, "Production Use" means fully use and operation (as intended under the Agreement and the applicable Work Order) of the Deliverables and other products of Services in the Department's production environment. Additionally, for purposes of this Agreement, the Work Order project shall be ready for Production Use upon successful execution by Contractor of all applicable test cases described in the Work Order Statement of Services confirming the correctness and completeness of the application system design and verifying all features and functionality of the implemented solution and operational procedures, as also specified in Section 4 (Work Order Development and Approval) above.

8. Work Order Final Acceptance (Fixed Price and Unit Charge Work Orders):

Work Order project shall achieve Final Acceptance on or before the date set forth in the Project Schedule, if applicable, at the end of the process outlined below:

- a. Department and Contractor review the Acceptance Criteria.
- b. Contractor shall verify all features and functionality of the implemented solution and operational procedures.
- c. Department puts the Work Order project into Production Use for an agreed-upon time.

- d. Department utilizes the Work Order project in Production Use through the agreed-upon time without Deficiencies according to the Acceptance Criteria defined in the Acceptance Criteria section of the Work Order Statement of Services.
- e. If during the above agreed-upon time Deficiencies appear, Contractor will correct such Deficiencies and re-submit the Work Order project for re-testing during one (1) more agreed-upon time period.
- f. Upon Production Use of Work Order project with no Deficiencies through the agreed-upon period of time, the Work Order is ready for Final Acceptance.
- g. If the Work Order project is Deficient for a second time, the Deficiencies shall be resolved in accordance with the Dispute Resolution Procedure (see Paragraph 68 of the Agreement).

Contractor's successful satisfaction of the Acceptance Test procedures in accordance with Acceptance Criteria for Final Acceptance and County's Acceptance of the Work Order Services shall constitute Final Acceptance. County's Project Director will approve the Work Order in writing by issuing a fully executed Acceptance Certificate (attached as Attachment 5 (Work Order Acceptance Form) to this Exhibit B) for such Work Order (the date of issuing of such Acceptance Certificate shall be referred to as the "Acceptance Date"). The Warranty Period shall commence upon the Acceptance Date.

9. Time and Material (T&M) Work Orders:

Each T&M Work Order shall include a not to exceed price for performing all Services thereunder, calculated at the rates set forth in Exhibit A (Services and Charges), and as set forth in the applicable Payment Schedule, plus materials, applicable taxes and permitted Out-of-Pocket Expenses. Contractor will invoice the County for actual time spent performing the Services, plus materials, applicable taxes and permitted Out-of-Pocket Expenses, not to exceed the price set forth in the Work Order. All such fees and expenses will be invoiced monthly.

Services provided on a T&M basis shall not be subject to the review and acceptance procedures outlined above for Fixed Price Work Orders.

10. Unit Charge (UC) Work Orders:

Each UC Work Order shall include a not to exceed price for performing all Services thereunder, calculated at the rates set forth in Attachment 2 to Exhibit A (Services and Charges), and as set forth in the applicable Payment Schedule, plus materials, applicable taxes and permitted Out-of-Pocket Expenses. Contractor will invoice the County for actual number of units delivered in performing the Services, plus materials, applicable taxes and permitted Out-of-Pocket Expenses, not to exceed the price set forth in the Work Order. All such fees and expenses will be invoiced monthly.

Services provided on a UC basis shall be subject to the review and acceptance procedures outlined above for Fixed Price Work Orders.

EXHIBIT B

ATTACHMENT 1 (Page 1 of 2)

WORK ORDER SUBMISSION FORM

Work Order Title

Department

Department Project Manager

Date

- | | | |
|---|---|--|
| <input type="checkbox"/> Requirements Definition | <input type="checkbox"/> Enterprise Architecture | <input type="checkbox"/> Application Development |
| <input type="checkbox"/> Scanning, Conversion and Migration | <input type="checkbox"/> Production System Management | <input type="checkbox"/> Partner Enablement |
| <input type="checkbox"/> Other | | |

WORK ORDER MANAGEMENT SUMMARY AND BUSINESS OBJECTIVE

WORK ORDER PROJECT DEFINITION

WORK ORDER STATEMENT OF SERVICES

WORK ORDER PAYMENT SCHEDULE (FP) or LABOR RATES AND ESTIMATED EXPENSES (T&M)

EXHIBIT B

ATTACHMENT 1 (Page 2 of 2)

WORK ORDER SUBMISSION FORM

WORK ORDER ACCEPTANCE DEFINITION (FP ONLY)

Work Order Approval

Signature

Date

Work Order Number Assigned

County's Project Manager

Department Project Manager

Contractor

ATTACHMENTS: Statement of Services
 Payment Schedule
 Project Schedule
 Acceptance Form

EXHIBIT B
ATTACHMENT 2

WORK ORDER STATEMENT OF SERVICES (SOS)

The Work Order Statement of Services (SOS) shall be prepared in accordance with Exhibit B (Work Order Process) and shall include and specify the following information for each of the Service types if and as applicable:

1. Application systems design documentation:
Department will provide Contractor with all applicable documentation for the Service project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.
2. Detailed description of tasks subtasks, milestones and Deliverables:
Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.
3. Identification of all required County and Contractor resources and staff:
Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each task, subtask, milestone and Deliverable.
4. Detailed project plan:
Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.
5. Detailed cost documentation including cost calculation worksheet:
Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.
6. Work Order technical development process:
Department and Contractor shall meet and develop and employ tools to construct the project Deliverables.
7. Acceptance Criteria:
Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period (if different than the Warranty Period identified in the body of the Agreement) with respect to any Deliverables to be delivered in the course of performing the Services.
8. Initial Acceptance:
Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.
9. Final Acceptance:

Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:

Any additional, nonstandard warranty for this particular Work Order shall be stated here:

EXHIBIT B
ATTACHMENT 3

WORK ORDER PAYMENT SCHEDULE

The Payment Schedule, labeled as Attachment 3, shall be prepared in accordance with Exhibit B (Work Order Process) and shall be submitted along with the Work Order Submission Form (Attachment 1) as part of each Work Order. Services provided by Contractor under this Agreement shall be paid as described below:

EXHIBIT B
ATTACHMENT 4

WORK ORDER PROJECT SCHEDULE

Each Work Order shall include a mutually agreed upon Project Schedule for completing the tasks and, if applicable, Deliverables defined in the Work Order SOS, prepared in accordance with Exhibit B (Work Order Process). The timelines defined in such Project Schedule shall be subject to all the terms and conditions in the Agreement relating to completion of Services hereunder.

EXHIBIT B
ATTACHMENT 5

FIXED PRICE/UNIT CHARGE WORK ORDER ACCEPTANCE FORM

Work Order Number _____
Department _____
Department Project Manager _____
Date _____

WORK ORDER DELIVERABLE/PROJECT DEFINITION

WORK ORDER DELIVERABLE/PROJECT ACCEPTANCE DEFINITION

Deliverable/Project Approval	Signature	Date
County's Project Manager	_____	_____
Department Project Manager	_____	_____
Contractor's Project Manager	_____	_____

EXHIBIT B
ATTACHMENT 6

(This form is for convenience, but has no contractual significance)

WORK ORDER DOCUMENTATION FORM

Work Order Number

Department

Department Project Manager

Date

WORK ORDER PROJECT TASK AND/OR DELIVERABLE

BRIEF REASON FOR, AND DESCRIPTION AND SUMMARY OF, DOCUMENTATION

NEW WORK ORDER DOCUMENTATION

Work Order Documentation Approval

Signature

Date

County's Project Manager

Department Project Manager

Contractor's Project Manager

EXHIBIT B
ATTACHMENT 7

WORK ORDER ISSUES LIST
(This list is for convenience, but has no contractual significance)

Work Order Number	_____
Department	_____
Department Project Manager	_____
Contractor's Project Manager	_____

DATE	ISSUE	Department Initial	Contractor Initial
-------------	--------------	-------------------------------	-------------------------------

EXHIBIT B
ATTACHMENT 8

WORK ORDER FORMS TRACKING LIST
(This list is for convenience, but has no contractual significance)

Work Order Number	<hr/>
Department	<hr/>
Department Project Manager	<hr/>
Contractor's Project Manager	<hr/>

DATE	SUFFIX	FORM TYPE
-------------	---------------	------------------

EXHIBIT C

CHANGE ORDER PROCESS

The following represents the work flow process for defining and executing Change Orders under this Agreement. A task or a Deliverable may only be changed to meet the intent of the original Work Order Statement of Services. The original scope of the Work Order may not be altered without closing this Work Order SOS and defining a new Work Order SOS.

1. Change Order Initiation:

- a. A Department issues a request for Change Order.
- b. Contractor schedules a meeting with the Department to initiate revision to the Statement of Services.
- c. Contractor is provided with an updated review of the current application and the business process it supports.
- d. Contractor and Department schedule a Joint Application Design (JAD) session to refine the Change Order SOS.

2. Change Order Statement Of Services (SOS):

The revised Work Order SOS (Change Order Statement of Services) shall at a minimum include the following sections, if revised by the Change Order:

- a. Application system design documentation.
- b. Detailed description of tasks, subtasks, milestones and, for Fixed Price and Unit Charge Work Orders only, Deliverables.
- c. Identification of all required County and Contractor resources and staff, including a detailed description of Contractor personnel (by position title and skill level) to be assigned to the project.
- d. Detailed project plan.
- e. Detailed cost documentation including cost calculation worksheet. The cost documentation shall include, but not be limited to, a not-to-exceed price for all work to be performed under the Change Order Statement of Services.
- f. Work Order technical development process.
- g. Acceptance Criteria (Fixed Price and Unit Charge Work Orders).
- h. Data Refresh Period and Data Refresh Event, if applicable.
- i. Detailed description of all data provided, components, work steps and deliverables for Unit Charge Work Orders.

3. Change Order Submission:

- a. Contractor and Department fill out and execute the Change Order Submission Form (Attachment 1) along with the following documents attached, if applicable:
 - i. Change Order Statement of Services (Attachment 2)
 - ii. Change Order Payment Schedule (Attachment 3)
 - iii. Change Order Project Schedule (Attachment 4)
- b. Contractor and Department submit Change Order Submission Form, with all Attachments thereto, to County's Project Manager for approval.

4. Work Order Attachments 2 through 4 shall be replaced or amended, as applicable, by the corresponding Change Order Attachments 2 through 4 respectively. With the exception of the changes under the executed Change Order, the Work Orders shall be processed in accordance with the criteria set above in Exhibit B (Work Order Process).

EXHIBIT C
ATTACHMENT 1 (Page 1 of 2)

CHANGE ORDER SUBMISSION FORM

Work Order Number _____
Change Order Number _____
Department _____
Department Project Manager _____
Date _____

CHANGE ORDER BRIEF REASON, DESCRIPTION AND SUMMARY

WORK ORDER PROJECT TASK AND/OR DELIVERABLE. IF APPLICABLE

REVISED PROJECT TASK AND/OR DELIVERABLE, IF APPLICABLE

EXHIBIT C
ATTACHMENT 1 (Page 2 of 2)

CHANGE ORDER SUBMISSION FORM

REVISED PROJECT SCHEDULE, IF APPLICABLE

REVISED PAYMENT SCHEDULE, IF APPLICABLE E

	Signature	Date
Change Order Approval		
Change Order Number Assigned	_____	
County's Project Manager	_____	
Department Project Manager	_____	
Contractor	_____	

EXHIBIT C
ATTACHMENT 2

CHANGE ORDER STATEMENT OF SERVICES (SOS)

The Change Order Statement of Services (SOS) shall either replace or amend the Work Order Statement of Services (SOS) and shall be submitted along with the Change Order as Attachment 2 in accordance with Exhibit C (Change Order Process). The Change Order SOS shall include the following revised information for each of the Service types:

1. Application systems design documentation:
Department will provide the Contractor with all applicable documentation for the Service project. Department and Contractor shall meet and develop and agree upon a high level systems design that will meet the objectives of the project.
2. Detailed description of tasks, subtasks, milestones and deliverables:
Department and Contractor shall meet and define, develop and agree upon the tasks, subtasks, milestones and Deliverable descriptions for the project.
3. Identification of all required County and Contractor resources and staff:
Department and Contractor shall meet and identify and agree upon County employees and Contractor consultants responsible for the successful completion of each tasks, subtasks, milestones and Deliverable.
4. Detailed project plan:
Department and Contractor shall meet and develop and agree upon a detailed project plan to accomplish the project's tasks, subtasks, milestones and Deliverables and persons assigned to these tasks, subtasks, milestones and Deliverables as defined above.
5. Detailed cost documentation, including cost calculation worksheet:
Department and Contractor shall meet and develop and agree upon the hours to accomplish the tasks, subtasks, milestones and Deliverables as identified in the detailed project plan.
6. Work Order technical development process:
Department and Contractor shall meet and develop and employ tools to construct the project Deliverables.
7. Acceptance Criteria:
Department and Contractor shall agree upon the Acceptance Criteria for testing and the Warranty Period with respect to any Deliverables to be delivered in the course of performing the Services.
8. Initial Acceptance:
Initial Acceptance shall be achieved upon successful completion, delivery and Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria, when Contractor submits the project to the Department as ready for Production Use, if applicable.
9. Final Acceptance:
Final Acceptance shall be achieved upon Acceptance of all Services under the Work Order in accordance with the applicable Acceptance Criteria.

10. Work Order Warranties:

Any additional, nonstandard warranty for this particular Work Order shall be stated here:

The Change Order SOS replacing the original Work Order SOS shall also contain the information that is unchanged by the Change Order.

EXHIBIT C
ATTACHMENT 3

CHANGE ORDER PAYMENT SCHEDULE

Should the Change Order revise the Work Order Payment Schedule, Change Order Payment Schedule shall be submitted along with the Change Order as Attachment 3 in accordance with Exhibit C (Change Order Process) and shall replace the revised Work Order Payment Schedule. Services provided by Contractor under this Agreement shall be paid as described in such Change Order Payment Schedule as outlined below:

EXHIBIT C
ATTACHMENT 4

CHANGE ORDER PROJECT SCHEDULE

Should the Change Order revise the Work Order Project Schedule for completing the tasks, subtasks, milestones and Deliverables in the Work Order SOS. Change Order Project Schedule shall be submitted in accordance with Exhibit C along with the Change Order as Attachment 4 and shall replace the revised Work Order Project Schedule. The timelines in the Change Order Project Schedule shall be subject to all the terms in the Agreement relating to completion of work.

EXHIBIT D

***CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY AND
ASSIGNMENT AGREEMENT***

AGREEMENT NAME & NUMBER: _____

CONTRACTOR/EMPLOYER NAME: _____

GENERAL INFORMATION:

Your employer referenced above ("Contractor") has entered into the above-referenced Agreement with the County of Los Angeles ("County") to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality & Assignment of Rights.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon Contractor for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County, including, without limitation, the above-referenced Agreement.

CONFIDENTIALITY AGREEMENT:

I acknowledge that because I may be involved with work pertaining to services provided by the County and I may have access to confidential data and information of County and/or its constituents, including, without limitation, the Confidential Information defined below. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County, including, without limitation, the Confidential Information. I understand that the County has a legal obligation to protect all such confidential data and information in its possession and that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I must sign this Agreement as a condition of my work to be provided by Contractor for the County.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County, including, without limitation, the Confidential Information. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me.

I agree to protect this data and information, including, without limitation, the Confidential Information, against disclosure to any person or entity other than Contractor or County employees who

have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me any and all violations of the above-referenced Agreement by myself and/or by any other person of which I become aware. I agree to return all such data and information, including, without limitation, the Confidential Information, to my immediate supervisor or such other responsible member of Contractor's staff as Contractor designates to me upon completion of the above-referenced Agreement, or termination of my employment with Contractor, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS:

As used in this document, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the above-referenced Agreement, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire," or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonym used in connection with the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S.

Patent and Trademark Office, or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for, and on my behalf and stead, to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this Agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I acknowledge that violation of this document may subject me to civil and/or criminal action and that the County may seek all possible legal redress.

Signed: _____ Dated: ____/____/____

Printed: _____

Position: _____

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

Global 360, Inc.

Company Name

One Lincoln Centre, 5400 LBJ Freeway, Suite 300, Dallas TX
75240

Address

75-2894053

Internal Revenue Service Employer identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies that are performing services on County premises are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of American and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

Lucy Norris

Signature

November 26, 2008

Date

Lucy Norris, Senior Vice President

Name and Title of Signer (please print)

EXHIBIT F

BUSINESS ASSOCIATE PROTECT HEALTH INFORMATION DISCLOSURE AGREEMENT

This Business Associate Protected Health Information Disclosure Agreement ("Agreement") is entered into effective this _____ day of _____, 2007 ("Effective Date") by and between the County of Los Angeles ("Covered Entity" or "County") and Global 360, Inc., a Texas corporation ("Business Associate" or "Contractor").

RECITALS

WHEREAS, the parties have executed a Master Services Agreement for Enterprise Content Management Software Related Services ("Services Agreement"), whereby Business Associate provides Services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the rules and regulations from time to time promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulations") and the Health Insurance Reform: Security Standards (the "Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations");

WHEREAS, the Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the

internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data at rest (that is, in storage) as well as during transmission.

1.3 "Electronic Protected health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; or (ii) maintained in Electronic Media.

1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. Protected Health Information includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification or destruction of information in, or interference with system operations of, an information system which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an information system when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the information system.

1.8 "Services" has the same meaning as in the Services Agreement.

1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.10 Terms used, but not otherwise defined, in this Agreement and the Services Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy and Security Regulation’s minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the applicable Department Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security

Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Information Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of Disclosures. However, Business Associate is not required to provide accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to Disclosures that were made in the six (6) years prior to the request (not including Disclosures that were made prior to

the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d) above and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to, and notwithstanding, the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement and the Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this Section 4.3, upon termination for any reason

or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

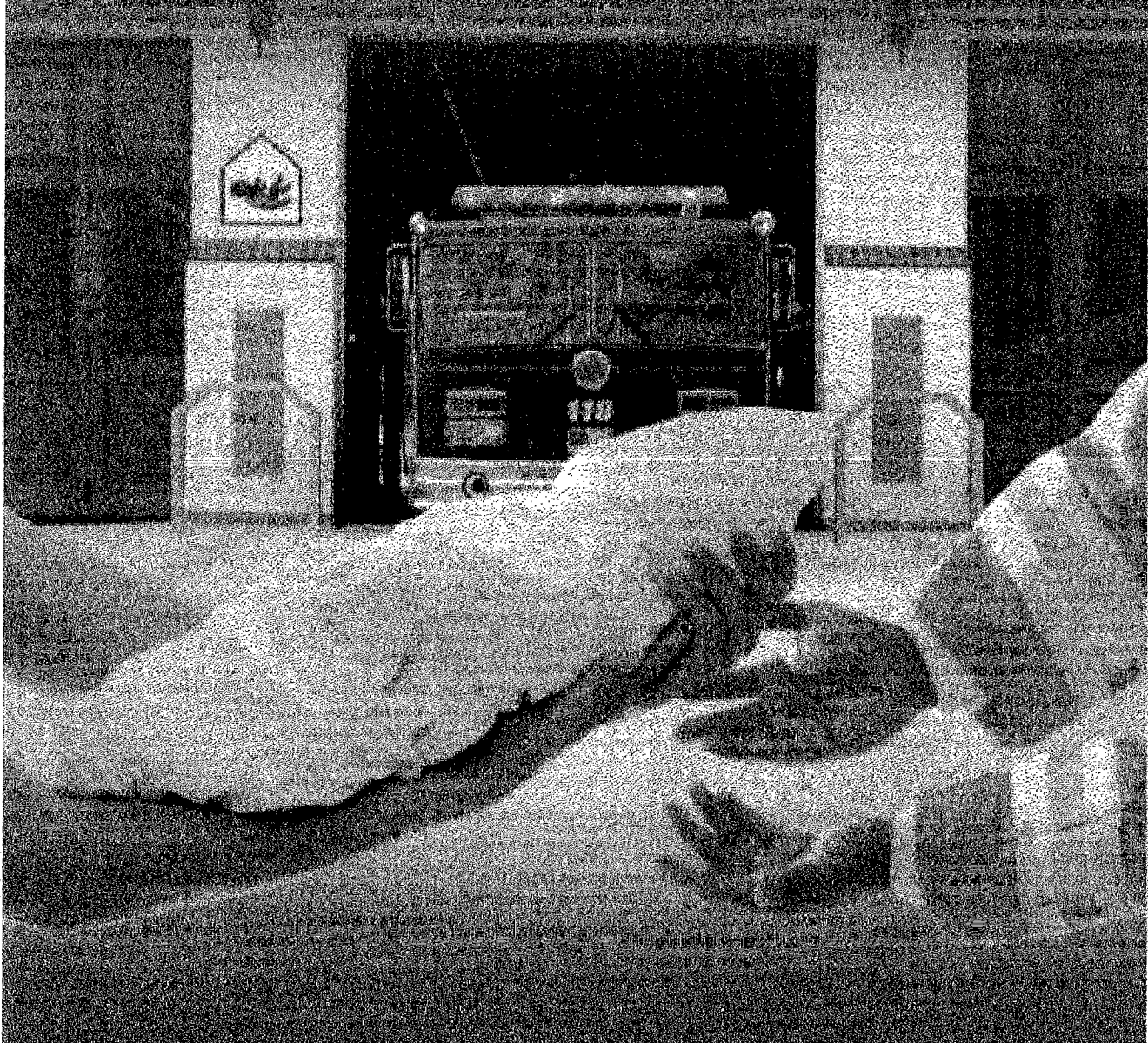
5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT G

SAFELY SURRENDERED BABY LAW FACT SHEET

[see attached]

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafein.org



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723

www.babysafe.la.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

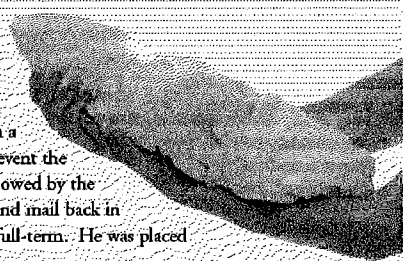
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*

*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babysafeLA.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.babySAFE.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

